



Settled 1752
JAMESTOWN
NORTH CAROLINA

Regular Meeting of the Town Council
June 23, 2022
6:00 pm in the Civic Center
Agenda

- I. **Call to Order**
 - A. Roll Call
 - B. Pledge of Allegiance
 - C. Moment of Silence
 - D. Approval of Agenda
- II. **Consent Agenda-**
 - A. Approval of minutes from the May 11th Special Town Council Meeting
 - B. Approval of minutes from the May 17th Regular Town Council Meeting
 - C. Resolution directing the Clerk to investigate a petition received under G.S. 160A-31
 - D. Analysis of the Financial Position of the Town of Jamestown
 - E. Analysis of the Financial Position of the Jamestown Park & Golf Course
 - F. Notification of Advances
 - G. Amendment to American Rescue Plan (ARP) Grant Project Ordinance
 - H. Budget Amendment #20
 - I. Alliance Code Enforcement Quarterly Report
- III. **Public Comment**
- IV. Resolution honoring Marlane Conway, High School Representative- Mayor Montgomery
- V. Consideration of adoption of American with Disabilities Act (ADA) Plan- Ted Kallam, WithersRavenel
- VI. Presentation of Town of Jamestown's marketing video- Dave Wilson, Tigermoth Creative
- VII. **Old Business-**
 - A. **Public Hearings**
 1. Public Hearing on Question of Annexation pursuant to G.S. 160A-31 for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road- Anna Hawryluk, Town Planner
 2. Public Hearing on rezoning request from D.R. Horton for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road from AG (Agricultural) to PUD (Planned Unit Development)- Anna Hawryluk, Town Planner
 - Consideration of approval/denial of rezoning request
 - Consideration of approval of consistency/inconsistency statement
 3. Public Hearing for consideration of Development Agreement for D.R. Horton property- Anna Hawryluk, Town Planner
 4. Public Hearing for the consideration of adoption of the Proposed Budget and CIP FY 2022/2023- Judy Gallman, Finance Director
 - B. Consideration of adoption of the Town of Jamestown's updated Strategic Plan- Matthew Johnson, Town Manager

VIII. New Business-

- A.** Consideration of approval of special event permit request- Kara McBurney, Director of Programs and Special Events for Friends for an Earlier Breast Cancer Test
- B.** Consideration of approval of Clubhouse Facility Use Policy- Matthew Johnson, Town Manager
- C.** Discussion of receipt of offer from George Ragsdale for property located at 304 R1 East Main Street (parcel # 160253)- Matthew Johnson, Town Manager

IX. Manager/Committee Reports-

- A.** Manager Report
- B.** Council Member Committee Reports

X. Public Comment

XI. Other Business

XII. Closed Session per G.S. 143-318 to discuss matters related to Attorney Client Privilege (2216 Guilford College Road) and a Personnel Matter

XIII. Adjournment

Working Agenda for the June 23rd Regular Town Council Meeting

Tentative Time Line	Agenda Item	Responsible Party	Action required by the Town Council
6:00 pm	I. Call to Order	Mayor Montgomery	Mayor Montgomery to call the meeting to order.
6:00 pm	A. Roll Call	K. Weiner	Weiner to take roll call.
6:00 pm	B. Pledge of Allegiance	Mayor Montgomery	Mayor Montgomery to lead everyone in the Pledge of Allegiance.
6:00 pm	C. Moment of Silence	Mayor Montgomery	Mayor Montgomery to call for a moment of silence
6:00 pm	D. Approval of Agenda	Mayor Montgomery	Mayor Montgomery to ask Council if there are any items that need to be added or deleted. Council Member makes a motion to approve the agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	II. Consent Agenda		
6:05 pm	<ul style="list-style-type: none"> A. Approval of minutes from the May 11th Special Town Council Meeting B. Approval of minutes form the May 17th Regular Town Council Meeting C. Resolution directing Clerk to investigate petition received under G.S. 160A-31 D. Analysis of the Financial Position of the Town E. Analysis of the Financial Position of the GC F. Notification of Advances G. Amendment to ARP Grant Project Ordinance H. Budget Amendment #20 I. Alliance Code Enforcement Report 		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	III. Public Comment		Please state your name and address and adhere to the 3 minute time limit
6:20 pm	IV. Resolution honoring Marlane Conway, High School Representative	Mayor Montgomery	Mayor Montgomery to present the Resolution to Marlane Conway.
6:25 pm	V. Consideration of adoption of ADA Plan	Call on Ted Kallam	Kallam to present an overview of the ADA Transition Plan for the Town of Jamestown. Council Member makes a motion to approve/deny the adoption of the ADA Transition Plan for the Town of Jamestown. Council Member makes a second to the motion. Then vote.
6:40 pm	VI. Presentation of Town of Jamestown's marketing video	Call on Dave Wilson	Wilson, Tigermoth Creative Representative, to present information on the messaging guide and Jamestown's marketing video to Town Council. Council Member makes a motion to approve the messaging guide and video for Town of Jamestown's official use. Council Member makes a second to the motion. Then vote.
6:50 pm	VII. Old Business		
6:50 pm	A. Public Hearings		
6:50 pm	1. Public Hearing on Question of Annexation pursuant to G.S. 160A-31 for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road	Call on A. Hawryluk	Hawryluk to provide a brief overview of the annexation request and explain that all public hearings are intertwined. Tom Terrell to update Council on negotiation process. Mayor Montgomery to invite the applicant, Marc Isaacson, to speak about request. Mayor Montgomery to open the public hearing to anyone that would like to speak about the annexation request. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to continue the public hearing to the _____ meeting at 6:00 pm in the Civic Center. Council Member makes a second to the motion. Then vote.
7:20 pm	2. Public Hearing on rezoning request from D.R. Horton for properties located at 2221 Guilford College Road, 5300 Mcakay Road, 2207 Guilford College Road, and 5303 Mackay Road from AG to PUD	Call on A. Hawryluk	Hawryluk to provide any additional information necessary on the rezoning request. Mayor Montgomery to open the public hearing to anyone that would like to speak about the rezoning request. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to continue the public hearing to _____ at 6:00 pm in the Civic Center. Council Member makes a second to the motion. Then vote.
7:25 pm	3. Public Hearing for consideration of Development Agreement for D.R. Horton property	Call on A. Hawryluk	Hawryluk to provide any additional information necessary on the development agreement. Mayor Montgomery to open the public hearing to anyone that would like to speak about the development agreement. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to continue the public hearing to _____ at 6:00 pm in the Civic Center. Council Member makes a second to the motion. Then vote.

7:30 pm	4. Public Hearing for the consideration of adoption of the Proposed Budget and CIP FY 2022/2023	Call on J. Gallman	Gallman to present a brief overview of the Proposed Budget and CIP FY 2022/2023. Mayor Montgomery to open the public hearing to anyone that would like to speak about the Proposed Budget and CIP FY 2022/2023. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to close the public hearing and open the floor to Council for discussion. Council Member makes a motion to adopt/deny the Proposed Budget FY 2022/2023, adopt/deny the the rate schedule, approve/deny the Resolution adopting the Capital Improvement Program. Council Member makes a second to the motion. Roll Call Vote.
7:50 pm	B. Consideration of adoption of the Town of Jamestown's updated Strategic Plan	Call on M. Johnson	Johnson to present an overview of the Town of Jamestown's updated Strategic Plan. Johnson to request that Council adopt the Strategic Plan as presented. Council Member makes a motion to adopt/deny the Town of Jamestown's Strategic Plan. Council Member makes a second to the motion. Then vote.
8:05 pm	VIII. New Business		
8:05 pm	A. Consideration of approval of special event permit request	Call on M. Johnson	Johnson to present an overview of the special event permit request on behalf of Kara McBurney, Director of Programs and Special Events for Friends for an Earlier Breast Cancer Test. Johnson to request that Council conditionally approve the special events request subject to any conditions imposed by NCDOT. Council Member makes a motion to approve the special events permit request subject to any conditions imposed by NCDOT and to provide up to 2 staff members and the Town's sanitation truck for solid waste collection. Council Member makes a second to the motion. Then vote.
8:10 pm	B. Consideration of approval of Jamestown Park Facility Use Guide	Call on M. Johnson	Johnson to present an overview of the Jamestown Park Facility Use Guide and request that Council adopt the policy as presented. Council Member makes a motion to adopt/deny the Jamestown Park Facility Use Guide as presented. Council Member makes a second to the motion. Then vote.
8:25 pm	C. Discussion of receipt of offer from George Ragsdale for property located at 304 RI East Main Street	Call on M. Johnson	Johnson to present information regarding George Ragsdale's offer to purchase property located at 304 R1 E. Main Street. Council Member makes a motion to direct the Town Manager to: reject the offer and negotiate a different price OR not entertain any offers to sell at this time OR accept the offer and allow the upset bid process to begin. Council Member makes a second to the motion. Then vote.
8:35 pm	IX. Manager/Committee Reports		
8:35 pm	A. Manager Report	Call on M. Johnson	Johnson to present his monthly Manager's Report to Town Council.
8:40 pm	B. Council Member Committee Reports	Mayor Montgomery	Mayor Montgomery to request that Council Members give reports for any Committees that they serve on.
8:45 pm	X. Public Comment		Please state your name and address and adhere to the 3 minute time limit
9:00 pm	XI. Other Business		
9:00 pm	XII. Closed Session per G.S. 143-318 to discuss matters related to Attorney Client Privilege (2216 Guilford College Road) and a Personnel Matter		Council Member makes a motion to go into closed session per G.S. 143-318 to discuss matters related to Attorney Client Privilege (2216 Guilford College Road) and a Personnel Matter. Council Member makes a second to the motion. Then vote. Council Member makes a motion to resume open session. Council Member makes a second to the motion. Then vote.
9:30 pm	XIII. Adjournment		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of minutes from the May 11th Special Council Meeting

AGENDA ITEM #: II-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

Minutes from the May 11, 2022 Special Town Council Meeting

ATTACHMENTS: Minutes from the May 11, 2022 Special Town Council Meeting

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council approve the consent agenda.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Council Member makes a motion to approve/amend the consent agenda.

FOLLOW UP ACTION NEEDED: N/A

DRAFT

**Special Meeting of the Town Council
May 11, 2022
9:00 am in the Civic Center
Minutes & General Account**

Council Members Present: Mayor Montgomery, Council Members Wolfe, Rayborn, and Straughn

Council Members Absent: Council Member Capes

Staff Members Present: Matthew Johnson, Katie Weiner, Judy Gallman, Faith Wilson, Anna Hawryluk, Paul Blanchard, & Jamey Claybrook

Visitors Present: Carol Brooks

Call to Order- Mayor Montgomery called the meeting to order.

- Pledge of Allegiance- Mayor Montgomery led everyone in the Pledge of Allegiance.
- Moment of Silence- Mayor Montgomery called for a moment of silence.
- Approval of Agenda- Mayor Montgomery asked if anyone had any changes to make to the agenda. There were none.

Council Member Wolfe made a motion to approve the agenda for the May 11th Special Town Council meeting. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

Presentation of Revenue Neutral Rate- Gallman presented information on a revenue-neutral tax rate. She stated that counties and municipalities must conduct reappraisals of real property at least every eight years. She noted that Jamestown did their revaluation every five years. She added that this impacts the tax base because real property values are put back to market value. Gallman said that local governments experience a change in revenue as a result. She stated that the revenue-neutral tax rate would keep the government's revenue the same given its new tax base. She said that Jamestown's overall tax base increased due to the revaluation the revenue-neutral rate would be \$0.4687/\$100 value. She highlighted that this was lower than the current tax rate of \$0.485/\$100 value. However, she noted that the rate was calculated before taxpayer appeals were taken into account. Gallman said that the current budget included the unchanged tax rate.

Council Member Rayborn asked if Gallman had noticed if there were issues with tax collection or water bill payments. Gallman said that she had not seen a change.

Updates to Capital Improvement Program (CIP) - Gallman said that there had been some changes made to the CIP items in the General Fund. She noted that the recreation master plan, the inclusive playground structure, and the main street corridor study had been moved out to the 2023/2024 (FY) fiscal year.

Council Members discussed the changes to the CIP with staff.

Council Member Wolfe asked if the Main Street water line project should be pushed out until the bypass is completed. Blanchard said that he was in favor of waiting until the bypass was complete. There was a consensus to push the project out until the 2023/24 FY.

Council Member Rayborn said that she had some concerns about investing additional money in Civic Center improvements because there had been technical difficulties in that room. She added that she would be more comfortable with keeping the Town Hall renovations in the budget for the upcoming year and pushing the Civic Center improvements out for a year. Council Member Wolfe agreed. Johnson said that staff ideally wanted to use the same contractor for construction in both areas. He added that it may be possible to have a contract that could cross over fiscal years even though there was no guarantee that it would be included in the next budget year. Council Members discussed the details of the Civic Center improvements with Johnson. Council Members agreed that they would like to keep the Civic Center a flexible space.

Council Member Wolfe thanked staff for providing the job descriptions for the proposed positions that had been included in the budget. She said that it helped her understand the need for those employees and the connection to the continuity study that had been conducted.

Council Member Wolfe spoke with Johnson and Blanchard about the new Assistant Public Services Director position. She asked if it were reasonable to believe that a person hired in that position could become the Public Services Director in the future. Johnson said that was possible as long as they were a good fit for the job. Council Members also discussed ways in which the new employee could assist with the upcoming stormwater audit.

Council Member Wolfe spoke with staff about the details of the Project Coordinator positions.

Council Member Wolfe spoke with Johnson about how employees would resolve technical issues once the current Town Hall employee that addressed those problems retired. Johnson stated that staff would continue to rely on VC3 to assist employees with any issue that may arise.

Council Member Wolfe spoke about the assignment of grades to classes for the new positions. She asked if the assignments were comparable to municipalities of a similar size. Johnson said that they were comparable to the market in the area. He added that the market did include Greensboro and High Point. Council Member Wolfe said that she did not believe that Jamestown could compete with larger cities. She added that she thought employees would accept a lower income to work in a smaller town. Johnson noted that he believed the proposed salaries were appropriate for recruitment and retention of employees.

Council Member Rayborn asked if it would be beneficial to utilize a temp service to fill some of the current vacancies for public services and recreation. Johnson said that the Town currently used a temp service to vet people for solid waste positions. Council Member Rayborn spoke with Johnson about current vacant positions.

Council Member Straughn recommended that a pay classification study be done biannually in order to retain employees. Gallman said that staff had budgeted for a pay classification study to be conducted in the upcoming fiscal year. Johnson said that the Town was currently on a five-year schedule in order to avoid compression issues. He added that the personnel policy would also be updated when the pay classification study was completed.

DRAFT

Council Member Wolfe said that the rates at the Clubhouse should be adjusted for the civic groups because they could no longer meet in the Civic Center. Johnson stated that he was in the process of finalizing a facility use policy for the Clubhouse. He added that a nonprofit rate was going to be included.

Adjournment- Council Member Rayborn made a motion to adjourn. Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

The meeting ended at 10:07 am.

Mayor

Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of minutes from the May 17th Regular Town Council Meeting **AGENDA ITEM #:** II-B



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

Minutes from the May 17th Regular Town Council Meeting

ATTACHMENTS: Minutes from the May 17, 2022 Regular Town Council Meeting

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council approve the consent agenda.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Council Member makes a motion to approve/amend the consent agenda.

FOLLOW UP ACTION NEEDED: N/A

DRAFT

**Regular Meeting of the Town Council
May 17, 2022
6:00 pm in the Civic Center
Minutes & General Account**

Council Members Present: Mayor Montgomery, Council Members Wolfe, Rayborn, Capes, & Straughn

Staff Members Present: Matthew Johnson, Katie Weiner, Paul Blanchard, Anna Hawryluk, Judy Gallman, Faith Wilson, Ross Sanderlin, Jamey Claybrook, & Beth Koonce

Visitors Present: Larry Lain, Gwen Flood, Ryan Bond, Kathryn Billings, & Carol Brooks

Call to Order- Mayor Montgomery called the meeting to order.

- Roll Call- Weiner took roll call as follows:
 - Council Member Wolfe- Present
 - Council Member Capes- Present
 - Mayor Montgomery- Present
 - Council Member Straughn- Present
 - Council Member Rayborn- Present

Weiner stated that a quorum was present.

- Pledge of Allegiance- Council Member Rayborn led everyone in the Pledge of Allegiance.
- Moment of Silence- Mayor Montgomery called for a moment of silence.
- Approval of Agenda- Mayor Montgomery asked if anyone had any changes to make to the agenda.

Council Member Rayborn requested to remove the consideration of the ADA Plan from the agenda.

Council Member Rayborn made a motion to approve the amended agenda for the May 17th Regular Town Council meeting. Council Member Wolfe made a second to the motion. The motion passed by unanimous vote.

Consent Agenda- The consent agenda included the following items:

- Approval of minutes from the April 19, 2022 Regular Town Council meeting
- Approval & Sealing of the April 19, 2022 Closed Session minutes
- Approval of the minutes from the April 26, 2022 Special Town Council meeting
- Approval & Sealing of the April 26, 2022 Closed Session minutes
- Resolution honoring Cara Arena
- Proclamation Memorial Day 2022
- Analysis of the Financial Position of the Town of Jamestown
- Analysis of the Financial Position of the Jamestown Park & Golf Course
- Notification of Advances
- Budget Amendment #18
- Approval of American Rescue Plan (ARP) Policies
- Appointment of ETJ Planning Board Member

DRAFT

Council Member Wolfe made a motion to approve the consent agenda as presented. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

(Resolution honoring Cara Arena, Proclamation Memorial Day 2022, & Budget Amendment #18)

Public Comment- Nobody spoke.

Proclamation Peace Officers Memorial Day and Police Week- Council Member Straughn presented the Proclamation for Peace Officers Memorial Day and Police Week to Captain Sansour, Lieutenant Wiseman, and deputies from the Guilford County Sheriff's Department. He thanked them for their service to the Town of Jamestown.

(Proclamation Peace Officers Memorial Day and Police Week)

Proclamation recognizing Public Works Week 2022- Mayor Montgomery presented the Proclamation recognizing Public Works Week to Blanchard and Public Services staff. She thanked them for their hard work and dedication to the Town of Jamestown.

(Proclamation recognizing Public Works Week 2022)

Old Business-

- Public hearing for the consideration of the Recommended Budget and CIP FY 2022/2023- Gallman presented an overview of the recommended budget and CIP. She noted that Council had adopted a strategic plan in June 2021. She stated that the strategic plan helped the Town achieve goals that were aligned with a long-term vision in a systemic manner. Gallman said that the CIP included a section that described the strategic goal and outcome that related to each capital item. She stated that the current budget amounted to \$15,916,359 which was a 39% increase from the current amended FY 2021/2022 budget. She noted that the recommended budget included a tax rate of \$0.485 per \$100 which was more than the revenue-neutral rate. Gallman presented an overview of the changes to water and sewer rates. She added that the budget included the appropriation of approximately \$446,400 of fund balance which was in compliance with the Town's Fund Balance Policy. Gallman said that the budget was not necessarily the final version that would be approved by Council.

Council Member Wolfe asked if the rate schedule would be adjusted for the civic groups that use the Clubhouse at the Jamestown Park & Golf Course. Gallman said that a change would be made to the schedule, but staff was still working on finalizing the rates.

Council Member Straughn reiterated that the water and sewer rate increases were passthroughs.

Mayor Montgomery opened the public hearing to anyone that would like to speak about the recommended budget.

- Kathryn Billings, 309 Winrow Drive- Billings stated that she appreciated and valued the services that she received in Jamestown. She said that it was highly unusual for a small town to provide the variety, quality, and value of public services that are available to

citizens. She urged Council to keep the tax rate of \$0.485 per \$100 valuation as recommended by staff. She added that this allowed professional staff members the ability to operate the Town and plan for the future. Billings stated that elected officials must grasp the vision of future needs and make sound policy decisions while also supporting and retaining talented staff that can competently manage operations. She requested that Council support the capital needs in the budget, the addition of staff, the renovation of Town Hall, cost of living increases for staff, and the levy of the tax rate included in the budget.

Mayor Montgomery opened the floor to Council for discussion.

Council Member Wolfe made a motion to continue the public hearing for the consideration of the budget to the June 23rd Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

- Discussion about update to the Town of Jamestown's Strategic Plan- Johnson reiterated that the Town Council had adopted their strategic plan along with the budget in 2021. He noted that the plan was designed to be a multi-year representation of the Town's mission. He added that it further defines strategic priorities and that the goals reflect input from citizens, staff, partners, and Council Members. Johnson stated that it was time for a bi-annual update which would allow staff to review the goals that had been achieved, present information on those currently in progress, and identify new areas to focus. He requested that Council set a special meeting date to update the strategic plan and to set their top priorities.

Council Member Capes made a motion to set a special meeting for May 25th at 2:00 pm in the Civic Center. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

- Jamestown Park & Golf Course Quarterly Report- Sanderlin presented his quarterly report to Council. He stated that the third quarter paid rounds were down by 8% in 2022 in comparison to 2021. However, he noted that driving range fees had increased by 6% and golf shop sales were up by 18%. He added that food and beverage revenues had increased by 5% and that there were 5 Clubhouse rentals for the month of May.

Council Member Straughn said that the Civitans had their tournament last weekend. He had received a lot of positive feedback about the course. He stated that he appreciated everything that staff was doing to keep the golf course in great condition.

Council Member Wolfe said that the Bo Stafford Memorial Golf Tournament would be held on June 24th.

- Jamestown Park & Golf Course Maintenance Quarterly Report- Claybrook presented his quarterly report to Council. He said that staff had cut several limbs and dead trees that were on the golf course. They had use the wood chippings as mulch and had distributed it on the course. He stated that his staff had used pre-emerge weed control to prepare for summer. He added that they were attempting to repair irrigation leaks as they occurred. Claybrook said that the putting greens had been aerated on May 2nd and that the geese population had decreased.

DRAFT

- Consideration of approval of amendment to ARP Grant Capital Project Ordinance- Gallman stated that staff was requesting to amend the American Rescue Plan grant project fund due to guidance from the UNC School of Government. She noted that the funds could be used for “general government services.” Therefore, she requested to amend the budget from “allowable expenditures” to salary and benefit expenditures by department for the Town’s general services. She noted that this would free up funds to be allocated for specific projects.

Council Member Wolfe made a motion to approve the amendment to the ARP Grant Capital Project Ordinance as presented. Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

(ARP Grant Project Ordinance)

- Consideration of approval of audit contract for fiscal year 2021/2022 with Dixon Hughes Goodman- Gallman stated that the contract with Dixon Hughes Goodman LLP to audit the financial statements for FY 2021/2022 had been included in the Council packet. She noted that they had also provided a quote for a single audit, but she did not believe that it was going to be necessary. She said that the proposed audit fee was \$35,000. She requested that Council approve the contract with Dixon Hughes Goodman.

Council Member Capes made a motion to approve the audit contract for fiscal year 2021/2022 with Dixon Hughes Goodman, LLP. Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

Manager/Committee Reports-

- Manager Report- Johnson presented his Manager’s report to Council. He said that the Bicycle and Pedestrian Committee was conducting a survey. He encouraged everyone to participate. He stated that Music in the Park would be held on June 3rd. He said that the Jamestown Veterans Committee would host a Memorial Day Ceremony on May 30th at Wrenn Miller Park. Johnson noted that the Town’s marketing video would be presented at the June 23rd Town Council meeting. He said that the Town had received an “Honorable Mention” at the NCDOT Mobi Awards for the East Fork Pedestrian Bridge. Mayor Montgomery presented Blanchard with a certificate and an award for his hard work on the project.
- Council Member Committee Reports-
 - Council Member Wolfe stated that there had been a TAC meeting on April 26th. She said that NCDOT had provided a link to help municipalities navigate funding opportunities available through the Infrastructure Investment and Jobs Act. She requested that Blanchard give Council an update on ongoing projects in Town. Blanchard provided an overview of current projects.
- High School Representative Report- Mayor Montgomery stated that Conway could not be present because she was sick. Mayor Montgomery presented the report on her behalf. She stated that all spring sports had ended, Awards Day was on May 18th, and graduation was on June 3rd.

Public Comment- Nobody spoke.

DRAFT

Other Business- Council Member Wolfe stated that it was Municipal Clerks Week. Council thanked Weiner for all the work she did for the Town.

Council Member Straughn thanked Ryan Bond for attending the meeting. He was working on a project for the Boy Scouts. Bond said that he appreciated everything that Council did to ensure that the town ran smoothly.

Adjournment- Council Member Straughn made a motion to adjourn. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

The meeting ended at 6:54 pm.

Mayor

Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Resolution directing the Clerk to investigate Annexation Petition

AGENDA ITEM #: II-C

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 2 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

Under GS 160A-31, the Town has received a petition for annexation of property located at 4718 Harvey Rd (Parcel #223271). As a first step, the Town Council should direct the Clerk to investigate the petition by adopting a resolution instructing her to do such.

ATTACHMENTS: Annexation petition; Resolution directing the Clerk to investigate the petition.

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council approve as part of Consent Agenda

BUDGETARY IMPACT:

SUGGESTED MOTION: Council Member makes a motion to approve/amend the consent agenda.

FOLLOW UP ACTION NEEDED:



JAMESTOWN ANNEXATION PETITION

Date May 3, 2022

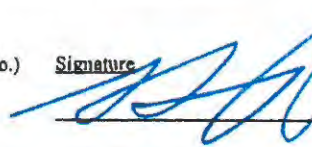
TO THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN:

CONTIGUOUS: We the undersigned, being all the owners of the real property described in Paragraph 2 below, respectfully request that such property be annexed to the Town of Jamestown, pursuant to N.C.G.S. 160A-31. The area to be annexed is contiguous to the Town of Jamestown and the boundaries of such territory are described below by metes and bounds:

NON-CONTIGUOUS: We the undersigned, being all the owners of the real property described in Paragraph 2 below, respectfully request that such property be annexed to the Town of Jamestown, pursuant to N.C.G.S. 160A-58.1. The area to be annexed is non-contiguous to the Town of Jamestown and within an area that the Town of Jamestown is permitted to annex pursuant to N.C.G.S. 160A-58.1, and the boundaries of such territory to be annexed are described below by metes and bounds:

(You may print "See Attached" and attach the description.)

We acknowledge that any zoning vested rights** acquired pursuant to N.C.G.S. 160A-385.1 or N.C.G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such vested rights on this petition shall result in a termination of such vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

	<u>Print or Type Name and Address</u>	<u>Do you declare vested rights?*</u> (Indicate yes or no.)	<u>Signature</u>
1.	<u>Sherrill L. Aumm Jr</u> <u>PDA for Kitzie M. Aumm</u>	<u>no</u>	
2.	_____	_____	_____
3.	_____	_____	_____

Important: Both husband and wife must sign, if applicable.

**These are a special type of vested rights obtained only after the approval of a "site specific development plan" following a public hearing on that plan. Only a small number of plans have received such an approval.

Date Received: 5/9/2022 Received By: Car C. Hough



Settled 1752
JAMESTOWN
NORTH CAROLINA

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-

31

WHEREAS, a petition requesting annexation of an area described in said petition was received on May 9, 2022, by the Town of Jamestown Town Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town of Jamestown Town Council deems it advisable to proceed in response to this request for annexation;

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jamestown that;

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Town Council the result of her investigation.

Adopted this the 23rd day of June, 2022.

S. Lynn Montgomery, Mayor

ATTEST:

Katie M. Weiner, CMC
Assistant Town Manager/Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Financial Analysis for May 2022

AGENDA ITEM #: II-D

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Summary schedule of cash & deposits, debt balances, and total revenues collected to date and expenditures to date is provided. A detailed budget to actual statement is also included as of 05-31-22.

Expenditures during May included Pineroft Sedgfield Fire Contract for 4th quarter, marketing for the Town, painting at the Library, increase in the cost of fuel, and 4th quarter contract payment to Jamestown Public Library. Services for during the month include Alliance Code Enforcement, pavement condition study, painting hydrants, continued hydrant work on Penny Road, Cloverbrook and Newberry, electric work for new building at water and sewer faciltiy, and Bradley Personnel Inc.; temp for open position.

ATTACHMENTS: 3 Page Summary and Detail to Actual Report for May 2022

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Town of Jamestown
 Financial Summary Report
 Cash Balances
 as of May 31, 2022

Petty Cash	\$	1,350
Operating Cash		2,058,910
Certificates of Deposit		3,002,503
Money Market Accounts - First Bank		1,228,270
North Carolina Capital Management Trust		<u>10,553,039</u>
	\$	<u>16,844,073</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$	544,428
Cash reserved by Powell Bill for street improvements		342,260
General Capital Reserve Fund		1,720
East Fork Sidewalk Capital Project		78
Lydia Multi-use Greenway Capital Project		4,138
Oakdale Sidewalk Phase 3		114,148
Oakdale Sidewalk Phase 2		30,103
Recreational Maintenance Facility Capital Project		1,042,712
Grants Project Ordinance Fund - ARP		715,593
Water Sewer Capital Reserve Fund		<u>672,085</u>
	\$	<u>3,467,265</u>

Cash by Fund:

General	\$	3,751,662
General Capital Reserve Fund		1,720
East Fork Sidewalk Capital Project		78
Lydia Multi-use Greenway Capital Project		4,138
Oakdale Sidewalk Phase 3		114,148
Oakdale Sidewalk Phase 2		30,103
Recreational Maintenance Facility Capital Project		1,042,712
Grants Project Ordinance fund - ARP		715,593
Water/Sewer		9,967,406
Randleman Reservoir		544,426
Water/Sewer Capital Reserve Fund		<u>672,085</u>
	\$	<u>16,844,073</u>

Cash by Bank:

NCCMT	\$	10,553,039
Pinnacle Bank		4,058,910
First Bank		2,230,773
		<u>16,842,723</u>
	\$	<u>18,642,723</u>

**Town of Jamestown
Financial Summary Report
Debt Balances
as of May 31, 2022**

Installment Purchase Debt:	Balance at 5/31/2022	Final Payment Date	Final Payment Fiscal Year
GENERAL FUND:			
Sanitation truck, financed in 2017	\$ 53,612	12/1/2023	2023/2024
Leaf truck, financed in 2017	54,805	12/1/2023	2023/2024
Knuckleboom truck, financed in 2020	82,128	5/7/2025	2024/2025
Golf Clubhouse Renovation	<u>350,019</u>	11/3/2027	2027/2028
	<u>\$ 540,564</u>		
WATER & SEWER FUND:			
Water & Sewer Maintenance Facility Construction	<u>\$ 262,474</u>	11/3/2027	2027/2028

Town of Jamestown
 Financial Summary Report
 Total Revenues & Expenditures by Fund
 as of May 31, 2022

	<u>General Fund (#10)</u>	<u>General Capital Reserve Fund (#11)</u>	<u>Water/Sewer Fund (#30)</u>	<u>Randleman Reservoir Fund (#60)</u>	<u>Water/Sewer Capital Reserve Fund (#61)</u>	
Current Year Revenues (and transfers)	4,863,565	100,428	3,620,750	36,929	431,623	
% of budget received	71%	99%	82%	30%	69%	
% of budget, excluding appropriated fund balance, received	91%	99%	97%	101%	100%	
Expenditures (and transfers)	5,340,554	100,545	2,982,221	118,445	-	
% of budget expended	78%	100%	68%	96%	0%	
	<u>Fund (#16)</u>	<u>Fund (#17)</u>	<u>Fund (#18)</u>	<u>Fund (#20)</u>	<u>Fund (#21)</u>	<u>Fund (#22)</u>
	<u>East Fork Capital Project</u>	<u>Lydia (E Main) Capital Project</u>	<u>Oakdale Sidewalk Ph 3 Capital Project</u>	<u>Recreational Maint Facility Capital Project</u>	<u>Oakdale Sidewalk Ph 2 Capital Project</u>	<u>Special Revenue Grants Fund</u>
Life to Date Revenues & Other Financing Sources	1,614,259	1,963,050	218,585	1,078,075	79,650	715,593
% of budget received	91%	99%	32%	100%	40%	50%
Life to Date Expenditures	1,813,324	1,955,067	103,987	53,967	49,486	-
% of budget expended	91%	98%	15%	5%	25%	0%

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3100 AD VALOREM TAXES	3,513.25	2,237,022.07	2,225,000.00	-12,022.07	101 %
3101 Interest on Ad Valorem Taxes	331.99	3,746.49	2,500.00	-1,246.49	150 %
3102 Tax and Tag revenue	19,423.02	169,058.75	219,890.00	50,831.25	77 %
3103 Interest on Tax and Tag Revenues	168.99	1,369.08	1,000.00	-369.08	137 %
3230 SALES AND USE TAX	68,007.65	636,775.00	941,000.00	304,225.00	68 %
3250 Solid Waste Disposal Tax	694.04	2,938.90	3,250.00	311.10	90 %
3256 ELECTRICITY SALES TAX	0.00	106,281.03	208,000.00	101,718.97	51 %
3257 TELECOMMUNICATIONS SALES TAX	0.00	13,595.08	35,000.00	21,404.92	39 %
3258 PIPED NATURAL GAS SALES TAX	0.00	5,564.33	18,500.00	12,935.67	30 %
3261 VIDEO PROGRAMMING TAX	0.00	17,391.78	42,000.00	24,608.22	41 %
3311 STATE GRANTS	0.00	50,000.00	50,000.00	0.00	100 %
3312 GRANTS FROM GUILFORD COUNTY	0.00	55,500.00	55,500.00	0.00	100 %
3316 POWELL BILL	0.00	107,705.13	107,700.00	-5.13	100 %
3322 ALCOHOLIC BEVERAGES TAX	14,585.34	14,585.34	19,500.00	4,914.66	75 %
3325 ABC DISTRIBUTION	12,500.00	50,000.00	50,000.00	0.00	100 %
3341 Telecommunications Planning Fees	3,500.00	7,000.00	7,500.00	500.00	93 %
3343 REVIEW FEES	2,075.00	15,096.00	7,500.00	-7,596.00	201 %
3344 CODE ENFORCEMENT FEES	0.00	0.00	100.00	100.00	0 %
3345 INSPECTION AND PERMIT FEES	0.00	275.00	200.00	-75.00	138 %
3346 CELL TOWER RENTAL FEES	4,211.73	79,438.72	85,000.00	5,561.28	93 %
3348 REFUSE COLLECTION FEES	13,660.00	150,662.00	163,200.00	12,538.00	92 %
3600 GREEN FEES	66,317.50	512,854.50	515,000.00	2,145.50	100 %
3610 MECHANICAL CART RENTALS	34,340.00	278,888.00	270,000.00	-8,888.00	103 %
3620 PULL CART RENTALS	29.00	234.00	300.00	66.00	78 %
3650 DRIVING RANGE	6,896.00	55,816.00	54,000.00	-1,816.00	103 %
3660 GOLF SHOP CONCESSIONS SALES	11,338.59	89,723.19	82,800.00	-6,923.19	108 %
3661 Golf Shop Grill Catering Revenues	0.00	0.00	500.00	500.00	0 %
3665 Golf Special Orders - Sales	872.00	10,962.89	9,000.00	-1,962.89	122 %
3675 Golf Clubhouse Rental Fees	500.00	2,645.00	11,500.00	8,855.00	23 %
3831 INVESTMENT EARNINGS	1,630.92	7,105.11	2,500.00	-4,605.11	284 %
3832 Sponsorships	0.00	4,552.00	4,075.00	-477.00	112 %
3835 SALES OF FIXED ASSETS	100.00	19,028.00	18,900.00	-128.00	101 %
3836 SALES - PRO SHOP GOLF INVENTORY	9,186.70	55,774.40	57,800.00	2,025.60	96 %
3837 SHELTER RENTALS	1,350.00	6,200.00	2,500.00	-3,700.00	248 %
3838 Building lease revenue	0.00	3,611.00	3,611.00	0.00	100 %
3839 MISCELLANEOUS REVENUES	23.41	495.54	1,000.00	504.46	50 %
3840 Rental Golf Sets	445.00	2,480.00	1,900.00	-580.00	131 %
3841 Ball Field Rentals	4,175.00	9,625.00	6,000.00	-3,625.00	160 %
3910 Insurance Recoveries	0.00	3,020.68	3,020.00	-0.68	100 %
3920 Issuance of installment purchase financing	0.00	0.00	0.00	0.00	** %
3983 TRANSFER FROM GENERAL CAPITAL RESERVE FUND	18,984.89	76,544.53	76,600.00	55.47	100 %
3991 FUND BALANCE APPROPRIATED	0.00	0.00	1,443,015.00	1,443,015.00	0 %
Account Group Total:	298,860.02	4,863,564.54	6,806,361.00	1,942,796.46	71 %
Fund Total:	298,860.02	4,863,564.54	6,806,361.00	1,942,796.46	71 %

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
4100 GOVERNING BODY EXPENDITURES							
	1019 PROFESSIONAL SERVICES	① 4,639.25	90,558.41	16,869.77	107,428.13	110,000.00	2,571.87
	2100 DEPARTMENT SUPPLIES	179.19	1,328.97	0.00	1,328.97	2,000.00	671.03
	2200 FOOD AND PROVISIONS	0.00	2,586.16	0.00	2,586.16	2,900.00	313.84
	2600 OFFICE SUPPLIES	0.00	30.18	0.00	30.18	200.00	169.82
	2900 ASSETS NOT CAPITALIZED	0.00	6,982.74	0.00	6,982.74	7,000.00	17.26
	3100 TRAVEL	0.00	105.00	0.00	105.00	600.00	495.00
	3150 CONFERENCE FEES AND SCHOOLS	② 1,400.00	1,900.00	0.00	1,900.00	2,500.00	600.00
	3200 COMMUNICATIONS	0.00	116.00	0.00	116.00	1,500.00	1,384.00
	3400 PRINTING	0.00	0.00	0.00	0.00	300.00	300.00
	3700 MARKETING / ADVERTISING	120.00	216.00	0.00	216.00	600.00	384.00
	3800 DATA PROCESSING SERVICES	52.86	533.29	466.71	1,000.00	1,000.00	0.00
	3950 DUES AND SUBSCRIPTIONS	0.00	2,008.00	0.00	2,008.00	2,500.00	492.00
	3955 Permit Fees	0.00	800.00	0.00	800.00	800.00	0.00
	3970 ELECTIONS	③ 4,660.24	4,660.24	0.00	4,660.24	5,000.00	339.76
	3980 MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	200.00	200.00
	4990 OTHER CONTRACTED SERVICES	200.00	3,562.50	1,387.50	4,950.00	5,100.00	150.00
	9700 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
	Account Total:	11,251.54	115,387.49	18,723.93	134,111.42	142,200.00	8,088.58
4200 ADMINISTRATION EXPENDITURES							
	1000 SALARIES AND WAGES	28,216.47	292,834.85	0.00	292,834.85	345,000.00	52,165.15
	1003 LONGEVITY PAY	0.00	4,242.00	0.00	4,242.00	4,350.00	108.00
	1009 FICA EXPENSE	2,122.13	22,420.46	0.00	22,420.46	27,700.00	5,279.54
	1010 RETIREMENT EXPENSE	3,159.67	25,245.99	0.00	25,245.99	37,500.00	12,254.01
	1011 HEALTH INSURANCE EXPENSE	3,860.11	30,398.39	0.00	30,398.39	42,750.00	12,351.61
	1012 FLEX & PR TIME ADMIN FEES	6.00	112.20	6.00	118.20	300.00	181.80
	1013 RETIREE HEALTH INSURANCE EXPENSE	0.00	3,094.36	0.00	3,094.36	3,300.00	205.64
	1014 WORKER'S COMPENSATION	0.00	657.40	0.00	657.40	800.00	142.60
	1015 Unemployment Compensation	0.00	0.00	0.00	0.00	200.00	200.00
	1016 Wellness Program Expenditures	0.00	0.00	0.00	0.00	500.00	500.00
	1017 401K EXPENSE	1,248.00	10,115.68	0.00	10,115.68	14,575.00	4,459.32
	1019 PROFESSIONAL SERVICES	④ 3,911.75	13,796.75	0.00	13,796.75	18,150.00	4,353.25
	2100 DEPARTMENT SUPPLIES	0.00	1,474.25	111.72	1,585.97	1,700.00	114.03
	2110 COVID SUPPLIES	0.00	285.12	0.00	285.12	300.00	14.88
	2200 FOOD AND PROVISIONS	238.15	1,015.86	0.00	1,015.86	750.00	-265.86
	2600 OFFICE SUPPLIES	696.83	2,086.50	0.00	2,086.50	2,000.00	-86.50
	2900 ASSETS NOT CAPITALIZED	0.00	4,905.98	0.00	4,905.98	6,500.00	1,594.02
	3100 TRAVEL	0.00	12,039.62	0.00	12,039.62	14,800.00	2,760.38
	3150 CONFERENCE FEES AND SCHOOLS	235.00	2,985.00	0.00	2,985.00	3,000.00	15.00
	3200 COMMUNICATIONS	487.88	5,732.91	547.02	6,279.93	9,700.00	3,420.07
	3400 PRINTING	58.00	440.50	0.00	440.50	500.00	59.50
	3500 REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	300.00	300.00
	3800 DATA PROCESSING SERVICES	1,398.43	13,667.03	1,823.97	15,491.00	15,500.00	9.00
	3950 DUES AND SUBSCRIPTIONS	1,202.93	9,650.38	0.00	9,650.38	9,500.00	-150.38
	3960 BANK AND MERCHANT FEES	0.00	3.00	0.00	3.00	200.00	197.00
	3980 MISCELLANEOUS EXPENSE	0.00	807.06	0.00	807.06	750.00	-57.06
	4300 EQUIPMENT RENTAL	244.51	2,597.26	155.89	2,753.15	3,500.00	746.85
	4400 SERVICE & MAINTENANCE CONTRACTS	68.15	10,077.11	661.85	10,738.96	11,000.00	261.04
	4500 INSURANCE AND BONDING	0.00	1,209.59	0.00	1,209.59	1,000.00	-209.59

① Roberson Hewarth + Reese - Legal Fees, Fox Rothschild LLP - Legal Fees
 ② McLaughlin Young Employee Services - Consulting Fees
 ③ Election Payments for 2021 Elections
 ④ Final audit payment for FYE 6/30/2021

06/10/22
09:41:38

TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 5 / 22

Page: 2 of 12
Report ID: B1008

10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
4990	OTHER CONTRACTED SERVICES	3,114.91	27,269.71	11,584.10	38,853.81	41,000.00	2,146.19
6820	First Bank Credit Card Encumbrance	0.00	0.00	2,000.00	2,000.00	3,000.00	1,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Account Total:		50,268.92	499,164.96	16,890.55	516,055.51	620,125.00	104,069.49
4900 PLANNING DEPARTMENT EXPENDITURES							
1000	SALARIES AND WAGES	4,614.00	116,451.15	0.00	116,451.15	160,000.00	43,548.85
1003	LONGEVITY PAY	0.00	2,548.00	0.00	2,548.00	2,550.00	2.00
1009	FICA EXPENSE	354.74	9,046.09	0.00	9,046.09	12,500.00	3,453.91
1010	RETIREMENT EXPENSE	526.00	13,565.92	0.00	13,565.92	19,000.00	5,434.08
1011	HEALTH INSURANCE EXPENSE	965.03	17,853.05	0.00	17,853.05	23,400.00	5,546.95
1012	FLEX & PR TIME ADMIN FEES	12.00	142.20	12.00	154.20	200.00	45.80
1014	WORKER'S COMPENSATION	0.00	410.87	0.00	410.87	500.00	89.13
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	500.00	500.00
1017	401K EXPENSE	207.60	5,339.66	0.00	5,339.66	7,200.00	1,860.34
2100	DEPARTMENT SUPPLIES	13.49	1,490.71	97.00	1,587.71	4,500.00	2,912.29
2110	COVID SUPPLIES	0.00	103.68	0.00	103.68	105.00	1.32
2200	FOOD AND PROVISIONS	17.06	775.76	0.00	775.76	1,500.00	724.24
2500	VEHICLE SUPPLIES	0.00	209.05	0.00	209.05	500.00	291.95
2520	FUELS - GAS & OIL	121.39	484.93	0.00	484.93	1,050.00	565.07
2600	OFFICE SUPPLIES	339.85	346.42	0.00	346.42	4,000.00	3,653.58
2900	ASSETS NOT CAPITALIZED	861.19	5,193.95	0.00	5,193.95	5,500.00	306.05
3100	TRAVEL	0.00	1,160.52	0.00	1,160.52	2,000.00	839.48
3150	CONFERENCE FEES AND SCHOOLS	0.00	1,660.00	0.00	1,660.00	5,000.00	3,340.00
3200	COMMUNICATIONS	146.14	1,907.47	392.53	2,300.00	4,700.00	2,400.00
3400	PRINTING	0.00	739.50	0.00	739.50	1,000.00	260.50
3500	REPAIRS AND MAINTENANCE	0.00	359.85	0.00	359.85	500.00	140.15
3700	MARKETING / ADVERTISING	9,875.00	21,313.75	0.00	21,313.75	22,650.00	1,336.25
3800	DATA PROCESSING SERVICES	360.89	5,373.90	4,626.20	10,000.00	12,000.00	2,000.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	250.00	250.00	250.00	0.00
3950	DUES AND SUBSCRIPTIONS	538.98	7,220.54	211.96	7,432.50	9,500.00	2,067.50
3980	MISCELLANEOUS EXPENSE	0.00	173.80	0.00	173.80	1,200.00	926.20
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	679.00	0.00	679.00	700.00	21.00
4500	INSURANCE AND BONDING	0.00	137.87	0.00	137.87	300.00	162.13
4990	OTHER CONTRACTED SERVICES	2,315.00	184,923.10	31,405.30	216,328.40	224,700.00	8,371.60
4991	Telecommunications Contracted	0.00	3,000.00	4,500.00	7,500.00	7,500.00	0.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	795.00	795.00
Account Total:		21,268.36	402,609.64	43,494.99	446,104.63	537,600.00	91,495.37
5000 BUILDING & GROUNDS EXPENDITURES							
2100	DEPARTMENT SUPPLIES	32.50	4,891.70	317.56	5,209.26	8,000.00	2,790.74
2140	SEED and SOD	0.00	600.00	0.00	600.00	600.00	0.00
2141	CHEMICALS	0.00	0.00	0.00	0.00	500.00	500.00
2142	FERTILIZER AND LIME	0.00	545.00	0.00	545.00	600.00	55.00
2144	MULCH & PINE NEEDLES	0.00	744.00	206.00	950.00	2,500.00	1,550.00
2400	CONSTRUCTION & REPAIR SUPPLIES	9.29	86.86	0.00	86.86	2,500.00	2,413.14
2900	ASSETS NOT CAPITALIZED	0.00	9,378.42	3,600.00	12,978.42	13,000.00	21.58
3200	COMMUNICATIONS	153.28	1,625.60	152.46	1,778.06	2,000.00	221.94
3300	UTILITIES	1,211.65	14,339.65	1,000.72	15,340.37	28,000.00	12,659.63
3350	Water Utilities	215.03	346.02	0.00	346.02	400.00	53.98

- ⑤ McLaughlin Young Employee Service - Consulting Fees
- ⑥ Tiger Math Creative LLC - Marketing for Town
- ⑦ Code Enforcement Monthly Services

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3500	REPAIRS AND MAINTENANCE	⑧ 31,087.26	31,940.01	5,000.00	36,940.01	47,000.00	10,059.99
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	500.00	500.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	0.00	150.00	0.00	150.00	200.00	50.00
4400	SERVICE & MAINTENANCE CONTRACTS	3,031.54	36,345.33	1,603.00	37,948.33	38,000.00	51.67
4500	INSURANCE AND BONDING	0.00	11,346.53	0.00	11,346.53	25,000.00	13,653.47
4990	OTHER CONTRACTED SERVICES	0.00	11,730.01	300.00	12,030.01	12,500.00	469.99
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	31,740.00	10,476.00	42,216.00	80,000.00	37,784.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,500.00	1,500.00
Account Total:		35,540.55	155,809.13	22,655.74	178,464.87	263,300.00	84,835.13
5100 PUBLIC SAFETY EXPENDITURES							
4910	SHERIFF CONTRACT	0.00	310,561.01	0.00	310,561.01	515,000.00	204,438.99
4911	Sheriff Off Duty - Town events	0.00	3,349.20	1,628.40	4,977.60	5,000.00	22.40
4912	Sheriff off-duty for non-profit	0.00	1,013.52	0.00	1,013.52	3,000.00	1,986.48
4920	ANIMAL CONTROL CONTRACT	0.00	9,198.00	0.00	9,198.00	12,500.00	3,302.00
Account Total:		0.00	324,121.73	1,628.40	325,750.13	535,500.00	209,749.87
5300 FIRE EXPENSES							
3956	Fire Inspection Fees	0.00	4,202.00	0.00	4,202.00	10,000.00	5,798.00
3980	MISCELLANEOUS EXPENSE	0.00	177.43	0.00	177.43	200.00	22.57
4900	PINECROFT SEDGEFIELD FIRE CONTRACT	⑨ 174,091.48	696,365.92	0.00	696,365.92	696,366.00	0.08
4990	OTHER CONTRACTED SERVICES	0.00	2,897.50	0.00	2,897.50	2,900.00	2.50
5500	CAPITAL OUTLAY EQUIPMENT	0.00	2,970.82	0.00	2,970.82	5,800.00	2,829.18
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Account Total:		174,091.48	706,613.67	0.00	706,613.67	716,266.00	9,652.33
5600 STREET MAINTENANCE EXPENDITURES							
2100	DEPARTMENT SUPPLIES	107.88	5,263.64	0.00	5,263.64	6,000.00	736.36
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	6,000.00	6,000.00	6,000.00	0.00
2500	VEHICLE SUPPLIES	0.00	5,487.31	0.00	5,487.31	7,000.00	1,512.69
2520	FUELS - GAS & OIL	0.00	3,555.73	0.00	3,555.73	3,500.00	-55.73
2900	ASSETS NOT CAPITALIZED	0.00	21,088.67	0.00	21,088.67	34,075.00	12,986.33
3300	UTILITIES	13,818.38	137,689.40	0.00	137,689.40	120,000.00	-17,689.40
3500	REPAIRS AND MAINTENANCE	1,992.12	4,843.19	0.00	4,843.19	8,000.00	3,156.81
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	500.00	500.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	500.00	500.00
3955	Permit Fees	0.00	860.00	0.00	860.00	1,100.00	240.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	100.00	100.00
4400	SERVICE & MAINTENANCE CONTRACTS	160.00	1,760.00	160.00	1,920.00	2,000.00	80.00
4500	INSURANCE AND BONDING	0.00	551.49	0.00	551.49	1,200.00	648.51
4980	STORMWATER FEES	0.00	5,605.00	0.00	5,605.00	6,000.00	395.00
4990	OTHER CONTRACTED SERVICES	⑩ 4,020.00	64,982.70	22,219.00	97,201.70	105,174.00	17,972.30
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	32,506.00	0.00	32,506.00	32,506.00	0.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	8,013.99	0.00	8,013.99	12,000.00	3,986.01
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	1,000.00	0.00	1,000.00	91,000.00	90,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Account Total:		20,098.38	293,207.12	28,379.00	321,586.12	437,655.00	116,068.88

- ⑧ Painting at Library
- ⑨ 4th quarter contract payment for Fire
- ⑩ Pavement condition Study - La Bella Associates

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
5600 SANITATION EXPENDITURES							
1000	SALARIES AND WAGES	5,715.20	72,527.46	0.00	72,527.46	104,985.00	32,457.54
1003	LONGEVITY PAY	0.00	1,260.00	0.00	1,260.00	1,650.00	390.00
1009	FICA EXPENSE	427.37	5,516.01	0.00	5,516.01	8,400.00	2,883.99
1010	RETIREMENT EXPENSE	654.39	8,443.18	0.00	8,443.18	11,910.00	3,466.82
1011	HEALTH INSURANCE EXPENSE	1,930.07	20,748.15	0.00	20,748.15	31,105.00	10,356.85
1012	FLEX & PR TIME ADMIN FEES	12.00	238.10	12.00	250.10	400.00	149.90
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	1,534.56	0.00	1,534.56	1,800.00	265.44
1014	WORKER'S COMPENSATION	0.00	6,163.10	0.00	6,163.10	7,500.00	1,336.90
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	25.00	25.00
1017	401K EXPENSE	273.40	3,207.32	0.00	3,207.32	4,900.00	1,692.68
2100	DEPARTMENT SUPPLIES	235.96	1,386.82	0.00	1,386.82	2,000.00	613.18
2110	COVID SUPPLIES	0.00	103.68	0.00	103.68	105.00	1.32
2200	FOOD AND PROVISIONS	86.36	86.36	0.00	86.36	100.00	13.64
2500	VEHICLE SUPPLIES	0.00	11,043.85	0.00	11,043.85	11,345.00	301.15
2520	FUELS - GAS & OIL	⑪ 4,891.29	17,288.39	2,634.47	19,922.86	20,000.00	77.14
3200	COMMUNICATIONS	62.88	613.01	90.05	703.06	1,000.00	296.94
3500	REPAIRS AND MAINTENANCE	0.00	788.26	1,000.00	1,788.26	4,000.00	2,211.74
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	600.00	600.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	102.00	998.00	1,000.00	1,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	5,232.24	48,469.67	16,530.33	65,000.00	65,000.00	0.00
3945	Recycle Fees	8,209.18	90,300.98	9,539.02	99,840.00	125,000.00	5,160.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	200.00	200.00
4500	INSURANCE AND BONDING	0.00	1,148.94	0.00	1,148.94	2,500.00	1,351.06
4990	OTHER CONTRACTED SERVICES	⑫ 3,105.00	39,878.80	4,971.46	44,850.26	47,375.00	2,524.74
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	50.00	50.00
Account Total:		30,825.34	330,848.64	35,675.33	366,523.97	432,950.00	66,426.03
6200 RECREATION EXPENDITURES							
1000	SALARIES AND WAGES	7,452.00	91,335.34	0.00	91,335.34	121,000.00	29,664.66
1003	LONGEVITY PAY	0.00	2,527.00	0.00	2,527.00	2,850.00	323.00
1009	FICA EXPENSE	557.67	7,075.04	0.00	7,075.04	9,500.00	2,424.96
1010	RETIREMENT EXPENSE	852.39	10,688.16	0.00	10,688.16	11,500.00	811.84
1011	HEALTH INSURANCE EXPENSE	1,930.05	20,700.86	0.00	20,700.86	23,400.00	2,699.14
1012	FLEX & PR TIME ADMIN FEES	6.00	112.20	6.00	118.20	200.00	81.80
1014	WORKER'S COMPENSATION	0.00	2,465.24	0.00	2,465.24	3,000.00	534.76
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	200.00	200.00
1017	401K EXPENSE	335.34	3,968.45	0.00	3,968.45	4,450.00	481.55
2100	DEPARTMENT SUPPLIES	1,261.58	6,870.61	73.80	6,944.41	10,000.00	3,055.59
2110	COVID SUPPLIES	0.00	103.68	0.00	103.68	105.00	1.32
2140	SEED and SOD	0.00	170.00	0.00	170.00	1,000.00	830.00
2141	CHEMICALS	1,317.58	3,899.23	0.00	3,899.23	4,000.00	100.77
2142	FERTILIZER AND LIME	1,080.00	2,041.00	0.00	2,041.00	2,000.00	-41.00
2143	IRRIGATION SUPPLIES	1,016.51	1,016.51	0.00	1,016.51	1,200.00	183.49
2144	MULCH & PINE NEEDLES	744.00	3,048.62	86.50	3,135.12	4,500.00	1,364.88
2145	TOPSOIL (Sard)	0.00	0.00	0.00	0.00	1,500.00	1,500.00
2200	FOOD AND PROVISIONS	0.00	50.00	0.00	50.00	50.00	0.00
2400	CONSTRUCTION & REPAIR SUPPLIES	37.40	2,328.57	0.00	2,328.57	3,000.00	671.43
2500	VEHICLE SUPPLIES	42.84	457.20	0.00	457.20	1,000.00	542.80
2520	FUELS - GAS & OIL	519.84	4,676.02	0.00	4,676.02	6,000.00	1,323.98

⑪ Increase in the cost of fuel
 ⑫ Temp employee for Sanitation-Bradly Personnel, update to rate
 Model to include waste and recycling collection-Smith Gardner

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2550	EQUIPMENT SUPPLIES	0.00	1,333.09	0.00	1,333.09	3,500.00	2,166.91
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	300.00	300.00
2900	ASSETS NOT CAPITALIZED	0.00	5,420.05	0.00	5,420.05	6,900.00	1,479.95
3100	TRAVEL	0.00	420.83	0.00	420.83	1,000.00	579.17
3150	CONFERENCE FEES AND SCHOOLS	0.00	115.00	0.00	115.00	1,500.00	1,385.00
3200	COMMUNICATIONS	343.85	3,404.55	254.93	3,659.48	4,000.00	340.52
3300	UTILITIES	488.05	12,712.89	0.00	12,712.89	13,500.00	787.11
3350	Water Utilities	39.14	247.15	0.00	247.15	650.00	402.85
3500	REPAIRS AND MAINTENANCE	0.00	1,819.97	0.00	1,819.97	2,500.00	680.03
3800	DATA PROCESSING SERVICES	20.77	208.03	191.97	400.00	400.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	166.00	334.00	500.00	500.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	465.46	0.00	465.46	500.00	34.54
3950	DUES AND SUBSCRIPTIONS	0.00	1,410.00	0.00	1,410.00	1,420.00	10.00
3980	MISCELLANEOUS EXPENSE	0.00	130.35	0.00	130.35	500.00	369.65
3981	Special Events	1,350.00	9,844.83	1,405.00	11,249.83	14,000.00	2,750.17
4101	Library Services	13,000.00	108,500.00	0.00	108,500.00	109,500.00	1,000.00
4102	Recreation Services	0.00	12,750.00	0.00	12,750.00	25,500.00	12,750.00
4103	Culture/Historical Services	0.00	10,500.00	0.00	10,500.00	10,500.00	0.00
4300	EQUIPMENT RENTAL	1,893.60	23,444.49	597.88	24,042.37	23,000.00	-1,042.37
4400	SERVICE & MAINTENANCE CONTRACTS	140.00	2,557.30	140.00	2,697.30	3,000.00	302.70
4500	INSURANCE AND BONDING	0.00	944.08	0.00	944.08	1,800.00	855.92
4990	OTHER CONTRACTED SERVICES	0.00	910.00	571.00	1,481.00	5,000.00	3,519.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	10,730.00	0.00	10,730.00	10,500.00	-230.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	15,000.00	15,000.00	17,100.00	2,100.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	45.00	45.00
Account Total:		34,427.61	371,567.80	18,661.08	390,228.88	467,570.00	77,341.12
6300	GOLF COURSE MAINTENANCE						
1000	SALARIES AND WAGES	27,308.40	319,739.09	0.00	319,739.09	400,000.00	80,260.91
1003	LONGEVITY PAY	0.00	3,388.00	0.00	3,388.00	3,500.00	112.00
1009	FICA EXPENSE	1,998.58	23,754.23	0.00	23,754.23	31,000.00	7,245.77
1010	RETIREMENT EXPENSE	3,133.11	36,841.63	0.00	36,841.63	41,000.00	4,158.37
1011	HEALTH INSURANCE EXPENSE	6,755.21	71,894.67	0.00	71,894.67	82,000.00	10,105.33
1012	FLEX & PR TIME ADMIN FEES	0.00	30.00	6.00	36.00	500.00	464.00
1013	RETIREE HEALTH INSURANCE EXPENSE	220.32	2,423.52	0.00	2,423.52	10,400.00	7,976.48
1014	WORKER'S COMPENSATION	0.00	4,519.61	0.00	4,519.61	5,500.00	980.39
1015	Unemployment Compensation	0.00	3,373.00	0.00	3,373.00	6,000.00	2,627.00
1017	401K EXPENSE	1,228.80	14,327.37	0.00	14,327.37	16,050.00	1,722.63
1018	457b EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
2100	DEPARTMENT SUPPLIES	751.65	8,881.87	0.00	8,881.87	9,000.00	118.13
2110	COVID SUPPLIES	0.00	388.80	0.00	388.80	400.00	11.20
2140	SEED and SOD	0.00	0.00	0.00	0.00	4,000.00	4,000.00
2141	CHEMICALS	7,866.00	43,391.90	1,097.00	44,488.90	45,000.00	511.10
2142	FERTILIZER AND LIME	4,047.50	6,984.00	17,854.40	24,839.40	30,000.00	5,161.60
2143	IRRIGATION SUPPLIES	0.00	3,211.18	3,353.42	6,564.60	7,000.00	435.40
2144	MULCH & PINE NEEDLES	0.00	1,425.00	0.00	1,425.00	3,000.00	1,575.00
2145	TOPSOIL (Sand)	688.91	2,653.83	4,262.50	6,916.33	10,000.00	3,083.67
2155	TEE AND GREEN SUPPLIES	0.00	2,521.09	0.00	2,521.09	3,000.00	478.91
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	200.00	200.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	1,071.44	4,410.00	5,481.44	5,500.00	18.56
2500	VEHICLE SUPPLIES	4.25	535.24	0.00	535.24	600.00	64.76

(13) 4th quarter 2021/2022 Contract payment for Library - Jamestown Public Library

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2520	FUELS - GAS & OIL	550.14	12,649.95	4,310.49	16,960.44	23,000.00	6,039.56
2550	EQUIPMENT SUPPLIES	2,761.51	26,914.41	987.86	27,902.27	28,500.00	597.73
2600	OFFICE SUPPLIES	0.00	131.96	0.00	131.96	500.00	368.04
2900	ASSETS NOT CAPITALIZED	0.00	6,634.95	2,200.00	8,834.95	9,200.00	365.05
3100	TRAVEL	0.00	2,129.78	0.00	2,129.78	3,000.00	870.22
3150	CONFERENCE FEES AND SCHOOLS	0.00	1,297.02	0.00	1,297.02	1,500.00	202.98
3200	COMMUNICATIONS	547.90	5,636.80	462.64	6,099.44	6,500.00	400.56
3300	UTILITIES	944.31	11,884.64	550.55	12,435.19	19,000.00	6,564.81
3350	Water Utilities	38.14	247.15	0.00	247.15	350.00	102.85
3500	REPAIRS AND MAINTENANCE	10,640.92	12,430.36	2,330.27	14,760.63	16,220.00	1,459.37
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	300.00	300.00
3800	DATA PROCESSING SERVICES	63.30	599.04	100.96	700.00	700.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	166.00	1,334.00	1,500.00	1,500.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	156.62	2,246.65	18.81	2,265.46	3,000.00	734.54
3950	DUES AND SUBSCRIPTIONS	0.00	4,652.49	0.00	4,652.49	4,700.00	47.51
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
4300	EQUIPMENT RENTAL	4,479.85	59,624.02	2,786.44	62,410.46	62,400.00	-10.46
4400	SERVICE & MAINTENANCE CONTRACTS	40.00	3,204.29	40.00	3,244.29	4,000.00	755.71
4500	INSURANCE AND BONDING	0.00	8,733.30	0.00	8,733.30	9,300.00	566.70
4950	LAB TESTING	0.00	0.00	0.00	0.00	600.00	600.00
4990	OTHER CONTRACTED SERVICES	0.00	910.01	2,646.00	3,556.01	4,000.00	443.99
5500	CAPITAL OUTLAY EQUIPMENT	0.00	58,582.48	55,859.37	114,441.85	114,500.00	58.15
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	0.00	0.00	0.00	25,000.00	25,000.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	7,180.00	3,620.00	10,800.00	11,000.00	200.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Account Total:		74,231.42	777,210.77	110,230.71	887,441.48	1,064,420.00	176,978.52
6301	GOLF SHOP EXPENDITURES						
1000	SALARIES AND WAGES	22,176.55	243,781.69	0.00	243,781.69	293,000.00	49,218.31
1003	LONGEVITY PAY	0.00	3,187.00	0.00	3,187.00	3,300.00	113.00
1009	FICA EXPENSE	1,707.28	19,019.31	0.00	19,019.31	23,000.00	3,980.69
1010	RETIREMENT EXPENSE	1,594.50	19,976.78	0.00	19,976.78	22,000.00	2,023.22
1011	HEALTH INSURANCE EXPENSE	3,858.23	42,440.53	0.00	42,440.53	46,500.00	4,059.47
1012	FLEX & PR TIME ADMIN FEES	0.00	0.00	0.00	0.00	100.00	100.00
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	5,915.82	0.00	5,915.82	9,700.00	3,784.18
1014	WORKER'S COMPENSATION	0.00	1,314.80	0.00	1,314.80	1,600.00	285.20
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	1,000.00	1,000.00
1017	401K EXPENSE	629.34	7,541.40	0.00	7,541.40	8,250.00	708.60
2100	DEPARTMENT SUPPLIES	571.52	6,661.28	777.16	7,438.44	9,500.00	2,061.56
2101	Grill Supplies	355.04	3,223.49	1,334.39	4,557.88	8,500.00	3,942.12
2110	COVID SUPPLIES	0.00	1,010.88	0.00	1,010.88	1,100.00	89.12
2156	RANGE SUPPLIES	2,625.00	5,853.37	0.00	5,853.37	6,000.00	146.63
2200	FOOD AND PROVISIONS	0.00	314.41	0.00	314.41	350.00	35.59
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	124.96	0.00	124.96	1,000.00	875.04
2520	FUELS - GAS & OIL	0.00	0.00	0.00	0.00	300.00	300.00
2600	OFFICE SUPPLIES	0.00	722.83	0.00	722.83	1,000.00	277.17
2700	GOLF INVENTORY FOR RESALE	3,522.49	43,651.60	8,668.07	52,319.67	56,500.00	4,180.33
2705	Golf Special Orders - Purchases	0.00	6,803.12	0.00	6,803.12	8,825.00	2,021.88
2710	CONCESSION INVENTORY RESALE	4,163.98	27,122.65	5,509.40	32,632.05	33,000.00	367.95
2715	Food purchased not in inventory	1,748.12	12,603.17	3,084.25	15,687.42	16,000.00	312.58

(14) Fence repair work on golf course (portion not covered by insurance)

10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2900	ASSETS NOT CAPITALIZED	340.00	1,333.88	0.00	1,333.88	2,500.00	1,166.12
3100	TRAVEL	0.00	0.00	0.00	0.00	100.00	100.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	100.00	100.00
3200	COMMUNICATIONS	803.17	8,512.95	1,237.59	9,750.54	11,000.00	1,249.46
3300	UTILITIES	1,137.91	10,782.87	529.37	11,232.24	17,000.00	5,767.76
3350	Water Utilities	39.12	247.10	0.00	247.10	300.00	52.90
3400	PRINTING	0.00	54.00	0.00	54.00	250.00	196.00
3500	REPAIRS AND MAINTENANCE	816.00	3,722.65	1,555.00	5,277.65	6,000.00	722.35
3700	MARKETING / ADVERTISING	60.40	759.40	140.60	900.00	1,000.00	100.00
3800	DATA PROCESSING SERVICES	733.00	7,970.37	429.63	8,400.00	8,400.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	210.00	887.00	1,113.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	192.61	1,830.11	0.00	1,830.11	2,500.00	669.89
3950	DUES AND SUBSCRIPTIONS	0.00	2,254.00	0.00	2,254.00	2,300.00	46.00
3955	Permit Fees	0.00	220.00	0.00	220.00	200.00	-20.00
3960	BANK AND MERCHANT FEES	2,370.77	19,095.65	3,198.83	22,294.48	22,500.00	205.52
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	250.00	250.00
4300	EQUIPMENT RENTAL	157.59	1,890.26	155.45	2,045.71	2,500.00	454.29
4310	GOLF CART RENTALS	5,327.28	63,927.36	0.00	63,927.36	65,800.00	1,872.64
4311	SALES AND USE TAX PAID	2,359.43	17,526.41	0.00	17,526.41	18,000.00	473.59
4400	SERVICE & MAINTENANCE CONTRACTS	935.68	13,277.80	422.00	13,699.80	16,000.00	2,300.20
4500	INSURANCE AND BONDING	0.00	6,643.26	0.00	6,643.26	10,975.00	4,331.74
4990	OTHER CONTRACTED SERVICES	516.77	3,477.78	0.00	3,477.78	5,000.00	1,522.22
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	22,852.60	0.00	22,852.60	25,000.00	2,147.40
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Account Total:		58,958.78	638,454.54	28,154.74	666,609.28	770,200.00	103,590.72
8000	Debt Service						
7100	DEBT PRINCIPAL PAYMENTS	(15) 23,853.05	140,173.90	0.00	140,173.90	223,500.00	83,326.10
7200	DEBT INTEREST PAYMENTS	2,849.36	14,883.85	0.00	14,883.85	24,000.00	9,116.15
Account Total:		26,701.41	155,057.75	0.00	155,057.75	247,500.00	92,442.25
9600	OTHER FINANCING USES						
9600	TRANSFERS TO OTHER FUNDS	(16) 426,966.48	570,501.21	0.00	570,501.21	571,075.00	573.79
Account Total:		426,966.48	570,501.21	0.00	570,501.21	571,075.00	573.79
Account Group Total:		964,630.27	5,340,554.45	324,494.47	5,665,048.92	6,806,361.00	1,141,312.08
Fund Total:		964,630.27	5,340,554.45	324,494.47	5,665,048.92	6,806,361.00	1,141,312.08

(15) Golf clubhouse, Knuckleboom - principal + interest payments

(16) Transfer to Rec Maintenance Facility CP from General Fund

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TOWN OF JAKESTOWN, NC
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11 General Capital Reserve Fund

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3831 INVESTMENT EARNINGS	1.30	1.46	10.00	8.54	15 %
3981 TRANSFER FROM GENERAL FUND	966.48	100,426.21	101,000.00	573.79	99 %
Account Group Total:	967.78	100,427.67	101,010.00	582.33	99 %
Fund Total:	967.78	100,427.67	101,010.00	582.33	99 %

11 General Capital Reserve Fund

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
9600	OTHER FINANCING USES						
	9600 TRANSFERS TO OTHER FUNDS	42,984.89	100,544.53	0.00	100,544.53	100,600.00	55.47
	9800 RESERVE FOR FUTURE EXPENDITURES	0.00	0.00	0.00	0.00	410.00	410.00
	Account Total:	42,984.89	100,544.53	0.00	100,544.53	101,010.00	465.47
	Account Group Total:	42,984.89	100,544.53	0.00	100,544.53	101,010.00	465.47
	Fund Total:	42,984.89	100,544.53	0.00	100,544.53	101,010.00	465.47

① Transfer to Rec Maintenance Facility Project, transfer to General Fund for Golf clubhouse for last quarterly debt payment FY 2021-2022

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30 WATER AND SEWER

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3345 INSPECTION AND PERMIT FEES	102.83	3,357.75	3,200.00	-157.75	105 %
3710 UTILITY CHARGE - WATER	72,990.77	826,591.49	925,000.00	98,408.51	89 %
3720 UTILITY CHARGE - SEWER	109,426.85	2,383,904.97	2,415,000.00	31,095.03	99 %
3741 Meter Fee	300.00	1,200.00	500.00	-700.00	240 %
3742 System Development Fees to be Transferred	3,000.00	195,375.00	195,375.00	0.00	100 %
3743 System Admin / Installation fee	100.00	600.00	100.00	-500.00	600 %
3745 Connection Fees - Water and Sewer	900.00	9,100.00	10,000.00	900.00	91 %
3750 NONPAYMENT / RECONNECTION FEES	1,050.00	17,400.00	12,000.00	-5,400.00	145 %
3755 Return Check Fees	25.00	150.00	350.00	200.00	43 %
3760 LATE FEES	1,770.00	19,860.00	18,000.00	-1,860.00	110 %
3765 CREDIT CARD ADMINISTRATION FEES	125.86	615.71	200.00	-415.71	308 %
3831 INVESTMENT EARNINGS	3,764.95	6,814.66	5,000.00	-1,814.66	136 %
3835 SALES OF FIXED ASSETS	0.00	31,850.00	31,850.00	0.00	100 %
3839 MISCELLANEOUS REVENUES	323.40	1,486.00	100.00	-1,386.00	*** %
3910 Insurance Recoveries	0.00	3,999.71	0.00	-3,999.71	** %
3987 TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	0.00	118,444.72	123,000.00	4,555.28	96 %
3992 NET POSITION APPROPRIATED	0.00	0.00	672,505.00	672,505.00	0 %
Account Group Total:	193,879.66	3,620,750.01	4,412,180.00	791,429.99	82 %
Fund Total:	193,879.66	3,620,750.01	4,412,180.00	791,429.99	82 %

30 WATER AND SEWER

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
7100	WATER AND SEWER						
1000	SALARIES AND WAGES	48,535.75	605,676.77	0.00	605,676.77	708,000.00	102,323.23
1003	LONGEVITY PAY	0.00	14,325.00	0.00	14,325.00	14,500.00	175.00
1009	FICA EXPENSE	3,692.35	47,313.23	0.00	47,313.23	55,500.00	8,186.77
1010	RETIREMENT EXPENSE	5,533.07	70,680.15	0.00	70,680.15	80,000.00	9,319.85
1011	HEALTH INSURANCE EXPENSE	10,615.33	123,041.29	0.00	123,041.29	140,100.00	17,058.71
1012	FLEX & PR TIME ADMIN FEES	24.00	380.30	24.00	404.30	600.00	195.70
1013	RETIREE HEALTH INSURANCE EXPENSE	1,357.23	11,425.23	0.00	11,425.23	12,800.00	1,374.77
1014	WORKER'S COMPENSATION	0.00	10,556.22	0.00	10,556.22	11,000.00	443.78
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	2,000.00	2,000.00
1017	401K EXPENSE	2,163.00	26,248.17	0.00	26,248.17	31,500.00	5,251.83
1019	PROFESSIONAL SERVICES	1,813.25	11,450.00	0.00	11,450.00	11,450.00	0.00
2100	DEPARTMENT SUPPLIES	389.59	17,028.25	4,217.57	21,245.82	28,800.00	7,554.18
2105	WATER METERS	13,520.00	22,770.00	6,902.50	29,672.50	30,000.00	327.50
2110	COVID SUPPLIES	0.00	704.16	0.00	704.16	750.00	45.84
2200	FOOD AND PROVISIONS	171.25	1,613.81	0.00	1,613.81	2,100.00	486.19
2400	CONSTRUCTION & REPAIR SUPPLIES	924.98	13,293.30	9,355.00	22,648.30	22,700.00	51.70
2500	VEHICLE SUPPLIES	570.15	6,778.88	0.00	6,778.88	7,500.00	721.12
2520	FUELS - GAS & OIL	4,668.66	28,110.43	1,831.34	29,941.77	30,000.00	58.23
2550	EQUIPMENT SUPPLIES	0.00	5,404.45	0.00	5,404.45	6,000.00	595.55
2600	OFFICE SUPPLIES	476.62	1,557.19	0.00	1,557.19	2,000.00	442.81
2750	PURCHASE OF WATER	20,802.18	216,225.06	72,499.51	288,724.57	365,000.00	76,275.43
2755	Water Transmission Fees	1,692.30	16,923.00	0.00	16,923.00	26,000.00	9,077.00
2900	ASSETS NOT CAPITALIZED	2,407.14	7,713.14	3,800.00	11,513.14	25,000.00	13,486.86
3100	TRAVEL	0.00	300.88	0.00	300.88	4,500.00	4,199.12
3150	CONFERENCE FEES AND SCHOOLS	0.00	2,915.00	0.00	2,915.00	7,500.00	4,585.00
3200	COMMUNICATIONS	1,867.87	22,166.35	3,858.08	26,024.43	33,500.00	7,475.57
3300	UTILITIES	885.61	12,638.41	1,216.83	13,855.24	15,000.00	1,144.76
3350	Water Utilities	136.69	212.84	0.00	212.84	500.00	287.16
3400	PRINTING	408.25	4,494.69	403.31	4,898.00	7,000.00	2,102.00
3500	REPAIRS AND MAINTENANCE	102.06	36,136.77	0.00	36,136.77	40,000.00	3,863.23
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3800	DATA PROCESSING SERVICES	1,403.30	14,181.84	6,568.16	20,750.00	20,750.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	109.00	740.00	1,260.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	1,336.49	0.00	1,336.49	4,000.00	2,663.51
3950	DUES AND SUBSCRIPTIONS	1,018.71	5,942.01	0.00	5,942.01	6,000.00	57.99
3955	Permit Fees	0.00	3,235.00	0.00	3,235.00	5,000.00	1,765.00
3960	BANK AND MERCHANT FEES	1,084.40	12,672.09	1,803.25	14,475.34	14,500.00	24.66
3980	MISCELLANEOUS EXPENSE	0.00	158.40	0.00	158.40	1,500.00	1,341.60
4300	EQUIPMENT RENTAL	244.51	3,058.39	2,567.93	5,626.32	14,000.00	8,373.68
4400	SERVICE & MAINTENANCE CONTRACTS	2,299.15	39,041.75	2,743.31	41,785.06	50,000.00	8,214.94
4401	NC811 Fees	190.50	1,561.50	938.50	2,500.00	2,500.00	0.00
4500	INSURANCE AND BONDING	0.00	26,637.85	0.00	26,637.85	34,150.00	7,512.15
4950	LAB TESTING	537.00	4,293.00	4,707.00	9,000.00	9,000.00	0.00
4960	SEWER TREATMENT	37,136.37	476,348.51	0.00	476,348.51	709,330.00	232,981.49
4990	OTHER CONTRACTED SERVICES	21,138.87	110,714.77	152,165.57	262,880.34	325,670.00	62,789.66
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	0.00	10,800.00	10,800.00	11,000.00	200.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	89,984.31	0.00	89,984.31	90,500.00	515.69
5500	CAPITAL OUTLAY EQUIPMENT	0.00	129,005.66	100,698.32	229,703.98	229,725.00	21.02
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	19,393.30	19,993.30	39,386.60	50,000.00	10,613.40

① Hydrant painting - Russell Saxon, Hydrant work @ Cloverbrook, Newberry, + Penny Road - Dillon + Griffin Enterprises, Electric work for new building @ WIS Facility - M & M Electric of Greensboro

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Budget vs. Actual Report
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30 WATER AND SEWER

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
5900	CAPITAL OUTLAY - WATER IMPROVEMENTS	437.00	1,062.00	3,938.00	5,000.00	99,300.00	94,300.00
5910	CAPITAL OUTLAY - SEWER IMPROVEMENTS	0.00	0.00	0.00	0.00	97,975.00	97,975.00
6800	OPERATING PAYMENTS TO REGIONAL	0.00	44,388.24	0.00	44,388.24	46,000.00	1,611.76
6801	DEBT PAYMENTS TO PIEDMONT TRIAD	0.00	118,444.72	0.00	118,444.72	123,000.00	4,555.28
6810	Payments for Odor Control Project	5,474.76	16,424.28	0.00	16,424.28	22,000.00	5,575.72
6820	First Bank Credit Card Encumbrance	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
7100	DEBT PRINCIPAL PAYMENTS	② 12,500.83	50,003.32	0.00	50,003.32	50,005.00	1.68
7200	DEBT INTEREST PAYMENTS	1,739.49	7,411.74	0.00	7,411.74	7,500.00	88.26
9600	TRANSFERS TO OTHER FUNDS	0.00	468,099.00	0.00	468,099.00	663,475.00	195,376.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Account Total:		208,071.22	2,982,221.14	413,291.48	3,395,512.62	4,412,180.00	1,016,667.38
Account Group Total:		208,071.22	2,982,221.14	413,291.48	3,395,512.62	4,412,180.00	1,016,667.38
Fund Total:		208,071.22	2,982,221.14	413,291.48	3,395,512.62	4,412,180.00	1,016,667.38

② Principal + Interest payment for WWS Maintenance Facility

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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue %	
	Current Month	Received YTD		To Be Received	Received
3000					
3831 INVESTMENT EARNINGS	265.05	429.42	100.00	-329.42	429 %
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	36,500.00	36,500.00	0.00	100 %
3992 NET POSITION APPROPRIATED	0.00	0.00	86,400.00	86,400.00	0 %
Account Group Total:	265.05	36,929.42	123,000.00	86,070.58	30 %
Fund Total:	265.05	36,929.42	123,000.00	86,070.58	30 %

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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
7130	RANDLEMAN RESERVOIR						
	9600 TRANSFERS TO OTHER FUNDS	0.00	118,444.72	0.00	118,444.72	123,000.00	4,555.28
	Account Total:	0.00	118,444.72	0.00	118,444.72	123,000.00	4,555.28
	Account Group Total:	0.00	118,444.72	0.00	118,444.72	123,000.00	4,555.28
	Fund Total:	0.00	118,444.72	0.00	118,444.72	123,000.00	4,555.28

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61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
3000					
3144 Transfer from W/S - System Development Fees	0.00	0.00	195,375.00	195,375.00	0 %
3831 INVESTMENT EARNINGS	19.93	24.15	10.00	-14.15	242 %
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	431,599.00	431,600.00	1.00	100 %
Account Group Total:	19.93	431,623.15	626,985.00	195,361.85	69 %
Fund Total:	19.93	431,623.15	626,985.00	195,361.85	69 %
Grand Total:	493,992.44	9,053,294.79	12,069,536.00	3,016,241.21	75 %

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TOWN OF JAMESTOWN, NC
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61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
9600	OTHER FINANCING USES						
	9800 RESERVE FOR FUTURE EXPENDITURES	0.00	0.00	0.00	0.00	626,985.00	626,985.00
	Account Total:	0.00	0.00	0.00	0.00	626,985.00	626,985.00
	Account Group Total:	0.00	0.00	0.00	0.00	626,985.00	626,985.00
	Fund Total:	0.00	0.00	0.00	0.00	626,985.00	626,985.00
	Grand Total:	1,215,686.38	8,541,764.84	737,785.95	9,279,550.79	12,069,536.00	2,789,985.21

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Golf report for May 2022

AGENDA ITEM #: II-E

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Attached is the report for golf operations for May 2022.

Total revenues for the month of May 2022 were \$129,925 and operating expenditures were \$133,190. Thus there was a net operating loss of \$3,265 for the month. In May 2021, there was an operating profit of \$3,831.

For the month of May 2022 there were 3,102 rounds played, and 3,341 rounds played in May 2021.

May 2022 was a decent month for golf; the course had 7 weather days and no closed days. There were two lease payments made in May.

The grill had a made a profit of \$669 for May 2022; in May 2021, made a profit of \$886. For the current fiscal year-to-date the grill has a net loss of \$15,321; in 2021 (year to date), there was a net loss of \$13,896.

ATTACHMENTS: Golf Report May 2022

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Summary
FYE 6/30/22

	<u>May 2022</u>	<u>May 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/22</u>	<u>YTD FYE 6/30/21</u>	<u>Variance</u>	<u>% Variance</u>
Golf Course Operating Revenues	129,925	123,084	6,841	5.56%	1,009,378	953,134	56,244	5.90%
Golf Course Maintenance Expenditures (before capital outlay)	74,231	63,888	10,343	16.19%	711,448	651,488	59,960	9.20%
Golf Course Golf Shop Expenditures (before capital outlay)	<u>58,959</u>	<u>47,863</u>	<u>11,096</u>	23.18%	<u>615,602</u>	<u>543,675</u>	<u>71,927</u>	13.23%
Net exp < or > rev before Capital Outlay	(3,265)	11,333	(14,598)	-128.81%	(317,672)	(242,029)	(75,643)	
Capital Outlay	<u>-</u>	<u>7,502</u>	<u>(7,502)</u>		<u>88,615</u>	<u>67,532</u>	<u>(21,083)</u>	
Net expenditures < or > revenues	<u>(3,265)</u>	<u>3,831</u>	<u>(7,096)</u>	185.23%	<u>(406,287)</u>	<u>(309,561)</u>	<u>(96,726)</u>	-31.25%
Golf Rounds Played (not including complimentary play)	3,102	3,341			19,103	27,976		
Bad Weather Days (1)	7	3			80	72		
Days closed for aerification, covered greens, COVID	0	1			6	4		
Golf course employees paid during the month:								
Full-time positions	11	9						
Part-time hours	842	985						

(1) - Defined as rain, snow, 49 degrees or below, 95 degrees or above

Jamestown Park Golf Course Revenues
Revenues
FYE 6/30/22

	<u>May</u> <u>2022</u>	<u>May</u> <u>2021</u>	<u>Variance</u>	<u>%</u> <u>Variance</u>	<u>YTD</u> <u>FYE 6/30/22</u>	<u>YTD</u> <u>FYE 6/30/21</u>	<u>Variance</u>	<u>%</u> <u>Variance</u>
Greens	66,318	64,943	1,375	2.12%	512,855	490,229	22,626	4.62%
Cart Rentals	34,340	34,080	260	0.76%	278,888	271,658	7,230	2.66%
Pull Carts	29	15	14	93.33%	234	299	(65)	-21.74%
Driving Range	6,896	6,796	100	1.47%	55,816	52,024	3,792	7.29%
Sales - Golf Shop Inventory	10,059	6,379	3,680	57.68%	66,737	58,803	7,934	13.49%
Sales - Golf Shop Concessions	11,339	10,626	713	6.71%	89,723	78,206	11,517	14.73%
Golf Clubhouse Rental Fees	945	245	700	285.71%	5,125	1,915	3,210	167.62%
Ins Recoveries	-	-	-	-	-	-	-	-
	<u>129,925</u>	<u>123,084</u>	<u>6,841</u>	5.56%	<u>1,009,378</u>	<u>953,134</u>	<u>56,244</u>	5.90%

Jamestown Park Golf Course Operations
 Golf Maintenance Expenditures
 FYE 6/30/22

	<u>May 2022</u>	<u>May 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/22</u>	<u>YTD FYE 6/30/21</u>	<u>Variance</u>	<u>% Variance</u>
Salaries & Employee Benefits	a. 40,650	33,035	7,615	23.05%	480,291	415,546	64,745	15.58%
Supplies & Materials	16,670	15,996	674	4.21%	117,396	110,306	7,090	6.43%
Contractual Services	b. 4,520	7,504	(2,984)	-39.77%	72,472	78,318	(5,846)	-7.46%
Other Operating Expenditures (utilities, communications, etc)	c. <u>12,391</u>	<u>7,353</u>	<u>5,038</u>	68.52%	<u>41,290</u>	<u>47,318</u>	<u>(6,028)</u>	-12.74%
Total Exp before Capital Outlay	<u>74,231</u>	<u>63,888</u>	<u>10,343</u>	16.19%	<u>711,448</u>	<u>651,488</u>	<u>59,960</u>	9.20%
Capital Outlay	d. <u>-</u>	<u>7,502</u>	<u>(7,502)</u>		<u>65,762</u>	<u>67,532</u>	<u>(1,770)</u>	
	<u>74,231</u>	<u>71,390</u>	<u>2,841</u>	3.98%	<u>777,211</u>	<u>719,020</u>	<u>58,191</u>	8.09%

Variances:

- a. More fulltime employees in 2022
- b. Advance payment on lease equipment in May 2021
- c. Fence repair work at golf course (portion not covered by insurance) in May 2022
- d. Purchase of Golf Lift GL9 for Golf Maintenance Shop in May 2021

Jamestown Park Golf Course Operations
 Golf Shop Expenditures
 FYE 6/30/22

	<u>May 2022</u>	<u>May 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/22</u>	<u>YTD FYE 6/30/21</u>	<u>Variance</u>	<u>% Variance</u>
Salaries & Employee Benefits	a. 29,966	25,410	4,556	17.93%	343,177	300,610	42,567	14.16%
Supplies & Materials	b. 13,326	8,018	5,308	66.20%	109,426	85,561	23,865	27.89%
Contractual Services	9,297	8,549	748	8.75%	106,743	104,657	2,086	1.99%
Other Operating Expenditures (utilities, communications, etc)	<u>6,370</u>	<u>5,886</u>	<u>484</u>	8.22%	<u>56,256</u>	<u>52,847</u>	<u>3,409</u>	6.45%
Total Exp before Capital Outlay	<u>58,959</u>	<u>47,863</u>	<u>11,096</u>	23.18%	<u>615,602</u>	<u>543,675</u>	<u>71,927</u>	13.23%
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>		<u>22,853</u>	<u>-</u>	<u>22,853</u>	
	<u>58,959</u>	<u>47,863</u>	<u>11,096</u>	23.18%	<u>638,455</u>	<u>543,675</u>	<u>94,780</u>	17.43%

Variances:

- a. One additional fulltime employee in 2022
- b. Increase in inventory for resale in the Shop and increase in food cost for concessions in May 2022

Grill Operations**FYE 6/30/22**

	May 2022	YTD <u>FYE 6/30/22</u>	May 2021	YTD <u>FYE 6/30/21</u>
Golf Shop Grill Revenues	11,339	89,723	10,626	78,206
Golf Shop Rental Revenue	500	2,645	-	300
	<u>11,839</u>	<u>92,368</u>	<u>10,626</u>	<u>78,506</u>
 Expenditures:				
Wages	3,189	43,102	3,062	37,951
FICA	244	3,304	234	2,952
Benefits	1,470	18,334	1,355	15,534
Grill supplies	355	3,223	190	1,778
Food & beverage purchases	5,912	39,726	4,899	34,187
	<u>11,170</u>	<u>107,689</u>	<u>9,740</u>	<u>92,402</u>
	<u>669</u>	<u>(15,321)</u>	<u>886</u>	<u>(13,896)</u>

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Notification of Advances Outstanding for sidewalk projects

AGENDA ITEM #: II.F.

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

At the February 15, 2020 Town Council meeting, approval was done to allow the Town Manager or designee to make cash advances from the General Fund to the sidewalk capital project funds in order to pay the construction invoices. These will be reimbursed by NCDOT for all allowable expenditures.

The Town's budget ordinance states Council must be notified of any advances that will not be repaid within 60 days.

The current balance of advances to cover invoices paid for which reimbursement has not yet been requested is as follows:

East Main Street (Lydia) sidewalk project-\$456,624 (waiting to get to the end of the project before sending in final requests for reimbursement, such as Summit, which is a large amount).

East Fork Road sidewalk & pedestrian bridge project-\$56,763 - which will cover the last pay application.

Note: We are anxiously awaiting to close out both projects.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Amendment to ARP Grant Project Ordinance

AGENDA ITEM #: II-G

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman, Finance Director

SUMMARY:

There will be a request to remove this item from the agenda. The Finance Department determined that it was unnecessary.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Budget Amendment #20

AGENDA ITEM #: II.H.



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

This budget amendment makes adjustments to several accounts before year-end. Some revenue accounts (mostly golf course) have actual results much better than anticipated, so this adjusts for some of those revenues.

Two expenditure accounts (attorney fees and utilities) are very close to running out of budget; this amendment will budget some additional funds for these, as we do not know what the remaining invoice amounts might be. Utilities increased due to new lights being put up in town.

ATTACHMENTS: Budget Amendment #20

RECOMMENDATION/ACTION NEEDED: Approve budget amendment #20

BUDGETARY IMPACT: Reduce appropriated fund balance by \$47,500; increase expenditures by \$15,000

SUGGESTED MOTION: Approve budget amendment #20

FOLLOW UP ACTION NEEDED:

FYE 6/30/22
 BUDGET AMENDMENT #20

		<u>Debit</u>	<u>Credit</u>
Fund 10:			
a. Professional Services (attorney fees)	10-4100-1019	10,000.00	
Utilities	10-5600-3300	5,000.00	
Green Fees	10-3600		20,000.00
Mechanical Cart Rentals	10-3610		20,000.00
Driving Range	10-3650		5,000.00
Golf Shop Concession Sales	10-3660		10,000.00
Golf Shop Special Orders	10-3665		2,500.00
Clubhouse Rental Fees	10-3675	8,000.00	
Shelter Rentals	10-3837		4,000.00
Ball Field Rentals	10-3841		4,500.00
Investment Earnings	10-3831		4,500.00
Appropriated Fund Balance	10-3991	47,500.00	
Adjustments to budgets before year-end			

Mayor
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Beth Koonce



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TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Code Enforcement Report

AGENDA ITEM #: II-1

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

Code Enforcement Report will be submitted to Town Council.

ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council approve as part of Consent Agenda

BUDGETARY IMPACT: None

SUGGESTED MOTION: Council Member makes a motion to approve/amend the consent agenda.

FOLLOW UP ACTION NEEDED: None

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Resolution recognizing Marlane Conway, High School Representative AGENDA ITEM #: IV

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

Marlane Conway served as the Ragsdale High School Representative to the Town Council since November 2021. The Town of Jamestown appreciates her service.

ATTACHMENTS: Resolution honoring Marlane Conway, High School Representative

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



**RESOLUTION HONORING HIGH SCHOOL REPRESENTATIVE
MARLANE CONWAY**

WHEREAS, the youth in our community are the Town's most valuable resource; and

WHEREAS, it is important for our youth to learn about and understand the role of our local government; and

WHEREAS, Marlane has volunteered her time to be involved in the process of local government by serving as the Ragsdale High School Representative to the Jamestown Town Council; and

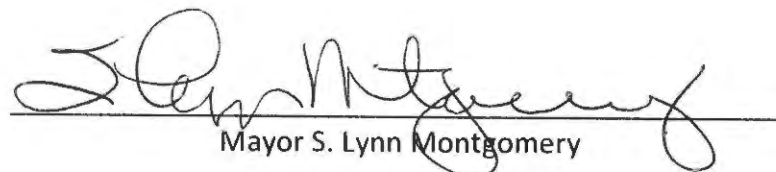
WHEREAS, Marlane has positively impacted her community through her involvement with the Girl Scouts and her church youth group; and

WHEREAS, she has encouraged her peers to be more active in Town events while also being an excellent student and an outstanding athlete.

NOW THEREFORE, BE IT RESOLVED, I, Lynn Montgomery, Mayor of the Town of Jamestown, and the Town Council do hereby express our appreciation to Marlane Conway for the dedication of her time and talents to our community and convey to Marlane our best wishes for her academic career and the pursuit of her goals in life.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be spread upon the pages of the official minutes of the Town of Jamestown to stand as a tribute to the service of Marlane Conway.

Adopted this the 23rd day of June, 2022.



Mayor S. Lynn Montgomery



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Consideration of Approval of American with Disabilities Act Plan

AGENDA ITEM #: v

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

In 2021, Town of Jamestown leadership decided to undertake a comprehensive assessment of facilities, programs, and policies to assess their compatibility with American Disability Act (ADA) standards. This plan outlines what facilities under Town ownership need intervention to become compliant with ADA standards, recommend remediation actions to make non-compliant facilities compliant, develop a schedule for remediation action, and designate Town staff responsible for overseeing the schedule and plan itself.

Staff recommends the adoption of the plan. This will allow staff to begin coordinating barrier removal by identifying funding opportunities for remediation and establishing a schedule of remediation.

Because of the size of this file the document is located on the website:
<https://storage.googleapis.com/dbc-jcity/files/pdf/TownOfJamestownADATransitionPlanWebSize-1655408991.pdf>

ATTACHMENTS: American With Disabilities Act (ADA) Plan can be found at the link above on the Town's website

RECOMMENDATION/ACTION NEEDED: Approval of the American With Disabilities Act (ADA) Plan

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to Approve the American With Disabilities Act (ADA) Plan

FOLLOW UP ACTION NEEDED: None

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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Martha Stafford Wolfe, Mayor Pro Tem
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John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Presentation of the Marketing Video and Messaging Guide

AGENDA ITEM #: VI

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Manager

SUMMARY:

Speaking and writing about the Town of Jamestown in an inspiring, consistent way is critical to increasing awareness about what Jamestown has to offer and cultivating a sense of connection with the town. It's up to us — our staff and anyone promoting our town — to bring our message (and, therefore, our mission) to life for visitors, residents and business owners. When we commit to a shared narrative and brand presentation, we help our audiences better understand what makes the Town of Jamestown an outstanding place to connect, work and enjoy life. This guide is our constant resource for how we should represent the Town of Jamestown in any communication across any medium.

The staff respectfully request that the included Messaging Guide and video be adopted by the Town Council.

ATTACHMENTS: Messaging Guide

RECOMMENDATION/ACTION NEEDED: Approve messaging guide and video for use.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to approve the Messaging Guide and video for Town of Jamestown official use.

FOLLOW UP ACTION NEEDED:



TIGERMOTH CREATIVE

Client: Town of Jamestown
Matthew Johnson, Planning Director
Anna Hawryluk, Town Planner

Date: Monday, Jan. 17, 2022 *Revised Feb. 4, Mar. 14, & June 15, 2022*

The Town of Jamestown Brand Messaging Guide

Deliverable 2: Messaging Guide FINAL

Introduction

Speaking and writing about the Town of Jamestown in an inspiring, consistent way is critical to increasing awareness about what Jamestown has to offer and cultivating a sense of connection with the town. It's up to us — our staff and anyone promoting our town — to bring our message (and, therefore, our mission) to life for visitors, residents and business owners. When we commit to a shared narrative and brand presentation, we help our audiences better understand what makes the Town of Jamestown an outstanding place to connect, work and enjoy life. This guide is our constant resource for how we should represent the Town of Jamestown in any communication across any medium.

Messaging Tools

Our Messaging Guide includes the following tools: [Town of Jamestown Messaging Framework](#), [Brand DNA](#), [Brand Narrative](#), [Key Messages](#), [Taglines](#), and [Headlines](#). Consulting this guide before developing communications allows us to:

- Build consistency into how we speak and write
- Leverage messaging as a “home base” when developing marketing communications
- Create greater awareness about what makes Jamestown distinctive, especially for residents of neighboring communities
- Increase internal pride, paving the way for team members, local leaders and business owners to express a shared narrative
- Use this foundation to think one step ahead as we chart our course forward

Messaging Framework — our Whats, Hows and Why broken down

The following framework should always inform our messaging. Whenever possible, we want to lead with and storytell around “Why” and “How.” We do this because when creating marketing communications and telling our story, it is important to emphasize how and why we do what we do. Many organizations get stuck focusing heavily (or even solely) on what they do. What informs. How and why connects with audiences on an emotional level and differentiates us.

What we do

The friendly Town of Jamestown gives visitors a destination for high-quality dining, shopping, recreation and family-friendly events while offering residents and business owners personal and professional quality of life inside a close-knit community.

How we do it

The Town of Jamestown offers a distinctively crafted visitor experience, where restaurants and shops reflect the passion and authenticity of their business owners, walkability and recreation creates a sense of ease, and an enticing sense of place bridges a treasured history with the exciting energy of a town on the rise.

Key points:

- **An enticing sense of place, bridging a rich sense of history with the exciting energy of a dynamic southern town on the rise.**
- **A crafted small town experience** born out of **passion, creative expression and a commitment to bring value to every visitor and resident.**
- Restaurants, shops and services that draw visitors, near and far, because they **reflect the passion and authenticity of their talented owners.**
- Charming brick sidewalks give visitors **an enjoyable, walkable experience** featuring high-quality restaurants, shops, recreation and entertainment.
- **A patient and smart approach to planning and development** protects our identity and value as a town rich in history, recreation, shopping, dining and family fun.
- **A safe, secure and friendly culture**, a place where strangers easily become friends and people believe in helping each other.
- **Easy access** to larger cities with the advantages of a warm, inviting and distinctive small town on the rise, where everything is well-crafted, from the food to the shops to the overall visitor experience.

Why we do it

For residents and visitors to be present in an experience and a community with a deeply rooted sense of place, to share an appreciation for the well-crafted and meaningful, to invite getting out of the grind and embrace being in the moment.

Brand DNA

Vision (Why we do what we do)

For residents and visitors to be present in an experience and a community with a deeply rooted sense of place, to share an appreciation for the well-crafted and meaningful, to invite getting out of the grind and embrace being in the moment.

Mission (Our charge, our passion — how we do what we do)

To offer an enticing sense of place that bridges a treasured history with the exciting energy of a town on the rise — where restaurants and shops reflect the passion and authenticity of their business owners, walkability and recreation creates a sense of ease, and the visitor experience is distinctively crafted.

Who we are

We are your neighbors. Your hosts. We're business owners who believe in the well-crafted and the authentic. Residents who believe no one is a stranger. We love to lend a hand. We enjoy being outdoors, strolling on brick sidewalks, letting afternoons slip into evenings, and embracing the moment. We are rich in history, confident in who we are now and excited about what's to come.

What we offer

For visitors, a destination for high-quality dining, shopping, recreation and family-friendly events. For residents and business owners, personal and professional quality of life inside a close-knit community. Families love us. Couples connect here. And adventurers and nature lovers find just what they're looking for. People feel good in Jamestown.

Where

In the friendly and distinctive Town of Jamestown, North Carolina — where we bridge a treasured history with the exciting energy of a town on the rise and the community hums with authenticity, approachability and a sense of ease.

Our personality

Welcoming	Meaningful	Creative	Attentive
Inclusive	Well-crafted	Lively	Committed
Connected	Authentic	Distinctive	Prudent

The Town of Jamestown Narrative

The following narrative serves as a central, overarching message to kick-start and populate marketing communications.

Go where the past meets being present — where history and possibility meet.

In Jamestown, North Carolina, you'll find a deeply rooted sense of place that bridges a treasured history with the exciting energy of a town on the rise. A place where brick sidewalks and gorgeous outdoor and recreational spaces take you out of the grind and into the moment. Where you can explore well-crafted restaurants and shops that reflect the passion and authenticity of their talented owners. A place that is warm and welcoming, active and exciting and where you can let the day unfold into evening in a town with true heart and soul.

Here, people value one another, we love to lend a hand and we enjoy playing host. A town dotted with historical markers, Jamestown has a meaningful story, one deepened by those who helped form the fabric of our town over centuries — and those who are shaping it today. Be a part of the Jamestown community, for a day or for a lifetime, and experience a town where history and possibility meet.

Resident-Targeted Narrative

A welcoming community where the past meets being present.

Being a part of the Jamestown community means belonging to a place with true heart and soul, a place where history and possibility meet. This is where brick sidewalks and gorgeous outdoor and recreational spaces take us out of the grind and into the moment. It's not just about slowing down; it's about appreciating what makes our town an exciting and meaningful place to be. Our well-crafted restaurants and shops reflect the passion and authenticity of their talented owners, our neighbors. And our lifestyle is enriched with all kinds of opportunities to unplug, connect and be active. People feel good here. We value one another, love to lend a hand and enjoy playing host to visitors who come to explore all that we have to offer. Jamestown is a town dotted with historical markers, whose story is deepened by those who helped form the fabric of our town over centuries — and those who are shaping it today. Our deeply rooted sense of place makes us unique and is something we'll always celebrate and protect. Calling Jamestown "home" means that we get to live in a well-loved corner of North Carolina that bridges a treasured history with the exciting energy of a town on the rise.

Brand Messages

Our Brand Messages are the ones we want to prioritize and lead with in communications — main headlines, introductory copy, closing thoughts. While they have some specificity, they are more grand in nature, visionary, versus granular in detail. Along with the Jamestown Brand Narrative, they are the main topics, not the subtopics. The umbrella. The lead and the hero. No matter which one(s) we use, each conveys our brand voice, tone and identity.

It's all a question of how you want to spend your time.

Some are drawn by our distinctively crafted shops and restaurants, where owners carry out their passion projects to the delight of shoppers and diners of all palates. Others are golfers, cyclists and love the outdoors. Perhaps *you* are fascinated by our rich historical heritage — or the allure of a spooky ghost story. Whatever brings you to Jamestown, you'll find plenty of reasons to stay. Just ask those who call this special town “home”.

So what's calling you? We've got the answer. One of our scenic hiking spots, bike trails or picturesque parks. A magnificent morning on the green at Jamestown Park Golf Course. How about parking the car, hitting some shops, having dinner on Main Street, then catching music in the park? Let afternoon slip into the evening in the Town of Jamestown. It's a good thing to lose track of time.

Personality traits: Connected, Lively

Park, leave the car behind and do Jamestown on foot.

No need for GPS — Main Street has you covered!

On today's to-do list: Park, walk, explore.

Park your car and stay a while.

There's something freeing and refreshing about leaving the car behind — or, as our residents know, walking to wherever you want to be. In the Town of Jamestown, you can park and easily find a variety of high-quality, distinctively crafted restaurants and shops just footsteps away. Ready to rest? Pull up a park bench and watch the kids run around. As the sun sets, settle in for music on the lawn. Jamestown's charming brick sidewalks will take you where you want to go and how you want to be: out of the grind and into the moment. It's easy to spend a quick hour or an entire day enjoying a variety of destinations without returning to your car until you're ready to call it a day. The best day.

Personality traits: Meaningful, Connected

We want you to love it here as much as we do.

An easy/freeing place to be.

People feel good here.

There is a real sense of neighborly care in the Town of Jamestown. In addition to being the kind of place that's safe, secure and low-worry, we're known for being approachable and welcoming — people love our small, hometown feel. We're a town where strangers easily become friends and people believe in helping each other. At our core, we treasure people and we love showcasing the ways in which they bring value to the Jamestown experience. We want you to love it here as much as we do. To feel invited in, inspired by our distinctively crafted restaurants and shops, fascinated by our history, and at ease exploring every opportunity to connect with family and friends. Jamestown is the place where the past meets being present, in all the best ways.

Personality traits: Welcoming, Inclusive

Every shop, sip and bite is specially crafted.

Our local businesses are the passion projects of their owners — and Jamestown's pride and joy.

When it's born from passion, it's the best you can get.

Jamestown's business owners are passionate, talented and creative. They had an idea, a love, and from that inspiration created something distinctive for visitors to enjoy along Main Street and the surrounding area. Their specially crafted products, drinks and fare draws us in and inspires us to return, every time. Just as they take pride in what they create for their customers, we take pride in supporting our talented and friendly business owners and playing a part in their success story. With all of the opportunities we have here, there's no need to look any further for outstanding dining, entertainment and recreation than in the Town of Jamestown, where history and possibility meet.

Personality traits: Well-crafted, Authentic, Distinctive

We embrace a new beginning, an evolution to a future Jamestown that is built on our unique sense of place/on our historic foundation.

A patient and smart approach to planning and development.

We value bringing value.

A thoughtful community — with a thoughtful vision.

A thoughtful vision for our wonderful sense of place.

A treasured historical background. All of the trappings and energy of a dynamic small town on the rise. Great thought and great people went into the establishment of Jamestown centuries ago — and we're committed to being thoughtful about the ways in which we embrace new possibilities as Jamestown evolves. Our focus, always, is on quality of life and bringing value to our visitors and residents. Well-crafted. Walkable. Safe. Picturesque. Reimagined historical buildings, updated with care, to maintain their integrity. Jamestown has a special kind of depth, a soul, and our community is

dedicated to making sure we never lose our substance or style. We're working to leverage our rich sense of history and our wonderful sense of place to make Jamestown a destination where the past meets being present in all of the best ways.

Personality traits: Committed, Prudent

Taglines

Our tagline is the essence of our brand, expressed in as few words as possible.

Where history and possibility meet.

Script

This script appears in o brand video and is a useful example of how we can express our brand messaging in engaging but consistent ways across different mediums.

Remember what it was like

To be a kid

To explore and play

To roam free all day?

In Jamestown, NC, we get out of the grind and escape into the moment.

People feel good here

Let loose here

Eat well here

Feel swell here

We go for a ride or an afternoon stroll

We cheer each other on

And go for the goal

Here, a treasured history meets the energy of a town on the rise

In a place with true heart and soul

And where we have our own special beat

Jamestown, NC

Where history and possibility meet

Headlines

Below is a selection of headlines for populating our marketing. These lines can be directly picked up for use in a variety of mediums, from print to web to social media or T-shirts.

[So many things to do, play on having a big to-do list]

Today's to-do list: Park, walk, explore.

Today's to-do list: Family, food, fun.

Today's to-do list: Meandering, munching, music.

Today's to-do list: Biking, baked goods, beer, bands.

Today's to-do list: Golf, good food, ghost stories.

Today's to-do list: Historical tour, hand-crafted fare, holiday shopping.

Today's to-do list: Spa, sunshine, scallops.

Today's to-do list: Day hike, delicious snack, date night.

[Friendly, approachable, safe]

Where strangers easily become friends.

Where people believe in helping each other.

[Sense of place]

Deeply rooted sense of place.

Restaurants and shops reflect passion and authenticity.

Bridging a treasured history with the exciting energy of a town on the rise.

Deep roots. Depth of character.

Brick sidewalks lead to all things crafted and fun.

Connect to a place with true heart and soul.

[Be in the moment, feel good here]

It's a good thing to lose track of time.

Time has a different meaning here.

It's all a question of how you want to spend your time.

Let the day take you away.

Get out of the grind.

Out of the grind and into the moment.

Let afternoon slip into the evening.
Slow down and stay a while.
Let the day unfold into evening. We've got you covered.
People feel good here.
Explore the well-crafted and the meaningful.
Jamestown's charming brick sidewalks will take you where you want to go and how you want to be.
We want you to love it here as much as we do.

[Come for the XX, stay for the day.]

Come for the food, stay for the day.
Come for a game, stay for the day.
Come for the trail, stay for the day.
Come for the history, stay for today.

[Jamestown's evolution]

A thoughtful vision for the future based in Jamestown's wonderful sense of place.
We embrace a new beginning, an evolution to a future Jamestown that is built on our unique sense of place/on our historic foundation.
We are rich in history, confident in who we are now and excited about what's to come.

[Distinctively crafted]

Every shop, sip and bite is specially crafted.
Their passion projects are Jamestown's pride and joy.
When it's born from passion, it's the best you can get.
You're going to find something different here.

[Spend the day]

Call it a day. The best day.
Ready to call it a day - the best day!
Call it a day in Jamestown.
Come for the food, stay for the day, make it an evening!

[Proximity and ease]

Just a Jamestown away.
Park, leave the car behind and do Jamestown on foot.
Park. Leave the car behind. Do Jamestown on foot.
Park your car and stay a while.
No need for GPS — Main Street has you covered!
Leave the car behind. On foot is more fun anyway.
It's easy to spend a quick hour — or an entire day.

The Town of Jamestown Brand Messaging Guide

An easy/freeing place to be.

Time travel by foot.

No time machine needed. Do Jamestown on foot.

[Hosting, sharing]

We love to be your host.

We love to play host to visitors who've come to discover Jamestown.

We love this place. And we want to share it with you.

What's calling you? We've got the answer.

Love to eat? We'd love to cook for you.

Love to shop? We love to create and curate for you.

Love to hike and bike? We've forged a path for you.

Love to golf? We've rolled out gorgeous green for you.

[Describing the town, then showcasing a particular spot]

Authentic. Fun. And the best artisan smoked meat you've ever tasted.

Welcoming. Meaningful. And the perfect gift for your sister.

Friendly. Energetic. And an amazing crafted beer and wine selection.

[A patient and smart approach to planning and development]

We value bringing value.

A thoughtful community — with a thoughtful vision.

A sensible vision for our wonderful sense of place.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Public Hearing on Annexation of D.R. Horton Property

AGENDA ITEM #: VII-A(1)

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

The public hearing was opened at the Nov. 16, 2021, regular meeting. Under General Statute 160A-31, the Town received a petition for the annexation for the properties located at 2221 Guilford College Rd, 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Rd.

ATTACHMENTS: Annexation Petition, Certificate of Sufficiency, Affidavit of Notice

RECOMMENDATION/ACTION NEEDED: Council may continue, deny, or approve rezoning request.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:



JAMESTOWN ANNEXATION PETITION

Date August 5, 2021

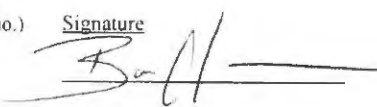
TO THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN:

- CONTIGUOUS: We the undersigned, being all the owners of the real property described in Paragraph 2 below, respectfully request that such property be annexed to the Town of Jamestown, pursuant to N.C.G.S. 160A-31. The area to be annexed is contiguous to the Town of Jamestown and the boundaries of such territory are described below by metes and bounds:
- NON-CONTIGUOUS: We the undersigned, being all the owners of the real property described in Paragraph 2 below, respectfully request that such property be annexed to the Town of Jamestown, pursuant to N.C.G.S. 160A-58.1. The area to be annexed is non-contiguous to the Town of Jamestown and within an area that the Town of Jamestown is permitted to annex pursuant to N.C.G.S. 160A-58.1, and the boundaries of such territory to be annexed are described below by metes and bounds:

(You may print "See Attached" and attach the description)

See Attached Legal Description

We acknowledge that any zoning vested rights** acquired pursuant to N.C.G.S. 160A-385.1 or N.C.G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such vested rights on this petition shall result in a termination of such vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

	<u>Print or Type Name and Address</u>	<u>Do you declare vested rights?*</u> (Indicate yes or no.)	<u>Signature</u>
1.	<u>D. R. Horton, Inc.</u>	<u>No</u>	
	By: <u>Ben C. Lunn</u>		
	Title: <u>Division President</u>		
2.	_____	_____	_____

This Annexation Petition is conditioned upon approval of the Rezoning Application submitted in connection with this Annexation Petition. If the Rezoning Application, as it may be amended, is not approved, this Annexation Petition shall be null and void.

Important: Both husband and wife must sign, if applicable.

**These are a special type of vested rights obtained only after the approval of a "site specific development plan" following a public hearing on that plan. Only a small number of plans have received such an approval.

Date Received: Sep. 2, 2021 Received By: 



Settled 1752
JAMESTOWN
NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

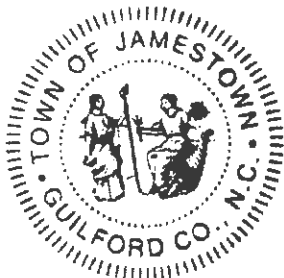
To the Town Council of the Town of Jamestown, North Carolina,

I, Katie M. Weiner, CMC, Clerk of the Town of Jamestown, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation. A metes and bounds description and a survey map showing the proposed area of annexation is attached.
- b. The area described in the petition is contiguous to the Town of Jamestown primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes the addresses of all owners of real property lying in the area described therein.
- d. The Town Attorney has performed a title search and has verified that the owners of record have signed the petition.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Jamestown, this the 12th day of October, 2021.

(SEAL)



Katie M. Weiner
Katie M. Weiner, CMC, Town Clerk

AFFIDAVIT OF NOTICE

REGARDING NOTIFICATION REQUIREMENTS FOR annexation request before the Town Council for 2221

& 2207 Guilford College Road and 5300 & 5303 Mackay Road located on Guilford County Tax Map/Parcel(s), and

PIN#(s) 159144, 159105, 159106, 158765

Check box if additional sheets are attached:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD, to-wit:

I Kate M. Weiner, the undersigned, being first duly sworn, do hereby depose and certify as follows:

That in accordance with Section 160A-384 of the North Carolina General Statutes, the property owners listed on the attached sheet were notified of the November 16, 2021, public hearing before the Town Council, to be held at 6:00 pm at Ragsdale Civic Center.

That said notification consisted of a written notification letter mailed to each listed property owner or their agent at least 10 and no more than 25 calendar days before the referenced public hearing.

That a sample notification letter and a list of the names of property owners or their agents or occupants of the property to whom notification was sent are attached.

That said notification was mailed from the Jamestown USPS, on October 27, 2021 by First-class mail.

That pursuant to the Town of Jamestown Land Development Ordinance, placards furnished by the Town, indicating the date, time and place of the public hearing before the Town Council, a brief description of the matter being heard, and identifying the land which is the subject of the application, were erected on the property at least 10 and no more than 25 calendar days prior to the public hearing, and further, that said placards have been maintained up to the time of said hearing.

That the placards were posted on October 20, 2021.

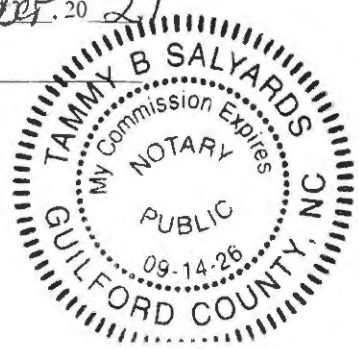
Kate M. Weiner
Town Clerk's Signature

Subscribed and sworn to before me this 27th day of October, 2021

My Commission Expires: 9/14/26

Tammy B Salyards
Notary Public's Signature

Tammy B Salyards
Printed Name of Notary Public



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Public hearing for rezoning request from D.R. Horton

AGENDA ITEM #: VII-A(2)

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

A petition for rezoning has been received and reviewed by the Planning Board. The public hearing was opened at the January 25, 2022 regular meeting for the consideration of the rezoning of the parcels located at 2221 Guilford College Rd., 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Rd from AG (Agricultural) to PUD (Planned Unit Development) with a Development Agreement.

As staff have discussed at previous meetings, this rezoning request will also include the adoption of a Development Agreement.

ATTACHMENTS: Rezoning Request, Site Plan

RECOMMENDATION/ACTION NEEDED: Council may continue, deny, or approve rezoning request.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:



Town of Jamestown, North Carolina
Department of Planning

Application for Zoning Amendment

The following items must be submitted with this form before the application may be processed.
Please bring the following items with you when submitting your application form:

1. Copy of survey plat(s) and/or deed(s) or map to the parcel(s) requested for rezoning.
2. Completed *Adjoining Property Owner(s) List* form.
3. Completed *Project Questionnaire* included on page three of the application.
4. A site plan/development plan outlining features of the proposed use of the property (if new construction is proposed). The following items should be included on the plan:
 - Title, preparer, and date of plan
 - Property lines and dimensions
 - Easements affecting the property
 - Physical features such as flood plains
 - Setbacks, dimensions, floor area, and height of all existing and proposed buildings
 - Dimensions and locations of existing and proposed roads, driveways, entrances/exits, and parking areas (please label number of parking spaces on plan)
 - Location and description of site features such as landscaping, lighting, and signage (if proposed).

Additional Notes:

- Following approval of the rezoning application, your project may require additional permits. Please contact the Planning Department to discuss permits that may be required for the construction of your project at (336) 454-1138.
- *BY SIGNING THIS FORM, YOU ARE GRANTING PERMISSION FOR MEMBERS OF THE STAFF OR ANY APPOINTED OR ELECTED BOARD THE RIGHT TO ACCESS YOUR PROPERTY, INCLUDING BUT NOT LIMITED TO THE USE OF UNMANNED AERIAL SYSTEMS TO OVERFLY YOUR PROPERTY.*
- You (or a designated representative) are strongly encouraged to attend all public hearings for your project. Failure to appear may result in the delay of the application.

Applicant Information

Applicant Name: D.R. Horton, Inc. c/o Isaacson Sheridan
804 Green Valley Road, Suite 200 Greensboro, NC 27408
 Street Address or P.O. Box City/State/Zip Code
336-609-5134 marc@isaacsonsheridan.com
 Home/Work Phone Number Mobile Number Email
 Is the applicant the owner of the parcel(s) to be rezoned? Yes No

Owner Information

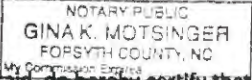
Owner Name: D.R. Horton, Inc.
2000 Aerial Center Parkway, Suite 110 Morrisville, NC 27560
 Street Address or P.O. Box City/State/Zip Code
 Home/Work Phone Number Mobile Number Email
bclunnen@drhorton.com

Applicant and Owner Certification and Signature

(If Applicant and Owner are different individuals, both must sign. If Applicant and Owner are the same, please sign as Owner.)
 Applicant Signature: _____ Date: _____
 I, THE UNDERSIGNED, AM AN OWNER OF THE ABOVE-DESCRIBED PARCEL(S) AND CERTIFY I AM LEGALLY AUTHORIZED TO MAKE THIS APPLICATION FOR REZONING, HAVING THE PERMISSION OF ALL OTHER OWNERS (IF ANY).
 Owner Signature: [Signature] Date: 9-27-21

NOTARY STATEMENT:

State of NORTH CAROLINA County of FORSYTH to wit: (SEAL)
GINA K. MOTSINGER a notary public in and for the state and county aforesaid, do hereby certify that
DEU C. LUNNEN whose name(s) is (are) signed to the foregoing
 statement, personally appeared before me in my state and county and acknowledged the same.
 My commission expires 11/20/2023
 Given under my hand this 27th Day of SEPTEMBER
 Notary Signature: [Signature] Printed Name of Notary: GINA K. MOTSINGER



Permit Information

Owner Requests Rezoning of the Following Parcel(s):
Parcel #1: 159144 Parcel Size: 27.89 2221 Guilford College Rd, Jamestown, 27282
 Tax Map ID Acres/Square Ft Street Address
 Current Parcel Zoning: AG Request to Rezone to: PUD
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

Owner Requests Rezoning of the Following Parcel(s):
Parcel #2: 159105 Parcel Size: 30.70 5300 Mackay Rd, Jamestown, 27282
 Tax Map ID Acres/Square Ft Street Address
 Current Parcel Zoning: AG Request to Rezone to: PUD
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

Owner Requests Rezoning of the Following Parcel(s):
Parcel #3: 159106 Parcel Size: 384.49 2207 Guilford College Rd, Jamestown, 27282
 Tax Map ID Acres/Square Ft Street Address
 Current Parcel Zoning: AG Request to Rezone to: PUD
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

If you are requesting a Zoning Text Amendment, please provide proposed new language or uses below. Add additional sheets if necessary.

N/A

Adjoining Property Owner(s)

Please list ALL property owner(s) and street address(es) of parcel(s) immediately adjoining AND directly across street(s), road(s), and highway(s) from parcel(s) requested for rezoning.		Tax Map Numbers
SEE ATTACHED		
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	

Permit Information

Owner Requests Rezoning of the Following Parcel(s):

Parcel #1: 158765 Parcel Size: 0.6 5303 Mackay Rd, Jamestown, NC 27282
 Tax Map ID _____ Acres/Square Ft _____ Street Address _____
 Current Parcel Zoning: AG Request to Rezone to: PUD
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

Owner Requests Rezoning of the Following Parcel(s):

Parcel #2: _____ Parcel Size: _____
 Tax Map ID _____ Acres/Square Ft _____ Street Address _____
 Current Parcel Zoning: _____ Request to Rezone to: _____
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

Owner Requests Rezoning of the Following Parcel(s):

Parcel #3: _____ Parcel Size: _____
 Tax Map ID _____ Acres/Square Ft _____ Street Address _____
 Current Parcel Zoning: _____ Request to Rezone to: _____
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

If you are requesting a Zoning Text Amendment, please provide proposed new language or uses below. Add additional sheets if necessary.

N/A

Adjoining Property Owner(s)

Please list ALL property owner(s) and street address(es) of parcel(s) immediately adjoining AND directly across street(s), road(s), and highway(s) from parcel(s) requested for rezoning.		Tax Map Numbers
See attached.		
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	

Project Questionnaire

Rezoning requests involve analysis by Town staff, Planning Board, and Town Council members. The information provided below will help staff members review the application for compliance with town regulations. The questionnaire will also serve as an introduction to the Planning Board, as a copy of the application will be included in information delivered to each member prior to the meeting date. Please use additional sheets and attach photographs if necessary.

Why are you requesting this rezoning? This rezoning request is being made to develop a high quality, master planned community. The proposed plan includes numerous housing types, site features and uses not permitted in the Agricultural (AG) district.

Please provide a description of the site before and after development (if construction is proposed). At this time, the site is mostly undeveloped with three existing single family homes and associated outbuildings. The proposed community would consist of primarily residential uses with supporting non-residential uses, both public and private. Please see submittal package.

Please describe the operation proposed including number of employees and hours of operation, if applicable. The proposed development is primarily residential. The scope of operations for potential commercial or non-residential uses has not yet been determined.

Please describe how the properties around your site are used (residential, churches, business, schools) and how the proposed project may impact the surrounding area (e.g. noise, traffic, light, impact on environmental or other unique features). All adjoining uses are residential with the exception of one adjoining institutional use, GTCC, and one business use, pet cemetery. Impact will be minimal due to natural and man-made buffers.

Please describe potential impacts on public facilities and infrastructure such as the water/wastewater system, public schools, and roads. The potential roadway impacts were analyzed in the submitted Traffic Impact Analysis associated with this request. The Town has determined it has capacity to provide necessary water and wastewater. Impacts to schools will be gradual due to the projected build out of this project giving Guilford County Schools time to plan and additional tax revenue to accommodate for growth. **Will your project require a permit from other licensing agencies (e.g. NCDENR, NC Department of Transportation, US Army Corps of Engineers, etc).** Yes No If yes, please explain. Yes, all new access points to existing roadway networks will require NCDOT driveway permits. Additionally, stream and wetland crossings or impact will require permits from NCDEQ and/or the Corps of Engineers.

For Town Use Only

Date Application Received: 10/4/21 *Ann C. Hanning*

Town of Jamestown, North Carolina
301 E. Main St.
Jamestown, NC 27282
(336) 454-1138



Frequently Asked Questions

What is a rezoning? A rezoning is required if the proposed use of your property is not permitted by right or with a Special Use Permit.

What is the process? Applicants submit an application for rezoning to the Planning Department by the second Monday of the month to meet the deadline for the following month's Planning Board meeting. Applications are then considered at a public hearing before the Planning Board which makes a recommendation for consideration by the Town Council.

How long does the process take? The process *typically* takes 2 to 3 months to complete from beginning to end. This time frame can vary if an application requires additional time for review by the Planning Board or Town Council.

What happens during a public hearing? All rezoning applications require two public hearings, one by the Planning Board and one by the Town Council. The NC General Statutes requires that a notice of public hearing be placed in the newspaper. Generally, all property owners within a 500 ft. radius of your property will receive a notice of the date, time and nature of the public hearing and are invited to attend to make public comments.

What can I expect during the meetings? At the time of your public hearing, the meeting chairperson will introduce the item by reading the case summary from the meeting agenda. The Chair will then ask town staff to provide a summary of the application. The applicant and those attendees in support and opposed to the project are then invited to speak.

Why is it important for the applicant to attend both public hearings?

During the public hearing, you (or your representative) will have the opportunity to present your project and respond to questions from Planning Board members and Interested parties in the audience.

Typical Timeline

Step 1. Meet with town staff to discuss your proposed project. Staff members can assist you with the application and answer any questions you may have about the rezoning process.

Step 2. Applications are always due on the second Monday of the month. A non-refundable application fee is due upon submittal.

Step 3. Your application is reviewed by town staff for completeness. Applicants are notified if there are any deficiencies.

Step 4. Complete applications are advertised for public hearing.

Step 5. The Planning Board meeting is held on the 2nd Monday of every month.

Step 6. The Town Council public hearing is scheduled, generally, for the 3rd Tuesday in the following month.

Step 7. Approved applications may proceed with the building permit application process.

Contact Information

You may find the following numbers helpful during your application process:

Planning Department	336-454-1138
Town Manager	336-454-1138
Public Services Department	336-454-1138
Guilford County Health Department	336-641-7777
NC Department of Transportation	336-487-0000
NC Department of Environmental Quality	336-641-3334
NC Department of Motor Vehicles	336-884-1003
NorthState Telecom	336-886-3600
Duke Energy	800-777-9898
Piedmont Natural Gas	800-752-7504
Time Warner Cable	800-892-4357
Utility Location Services	811

Planning Board Members

Eddie Oakley	336-454-1552
Ed Stafford	336-669-5106
Sarah Glanville	336-209-1712
Dennis Sholl	336-454-5902
Russ Walker, Jr.	336-454-4405
Richard Newbill**	336-688-2134
Steve Monroe**	336-454-2881
Robert Lichauer**	336-880-3038
Sherrie Richmond**	336-491-8983

**Denotes ETJ member

TOWN OF JAMESTOWN, NC
CASH RECEIPT

Printed 08:57:47 - 10/04/21

Batch:22984
Transaction:29

Reference Number: ZONING REQUEST
Name: DR HORTON
Address: 2000 AERIAL CENTER PARKWAY
[MORRISVILLE NC 27560]

Item(s) Description:

PLANNING & DEVELOPMENT	5.00
FEES-GENERAL	
CREDIT CARD FEE	45.00

Check #

Cash Paid

Credit Paid 1545.00

Less Change Given ()

TOTAL: 1545.00

Comments:
zoning request

Survey Description: Parcel A

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:

- 1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
- 3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
- 4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
- 5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
- 6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
- 7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
- 8) North 04° 56' 17" East 594.17 feet to a Disk Found;
- 9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
- 10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
- 11) North 28° 59' 59" East 145.62 feet to a Disk Found;
- 12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
- 13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence crossing Mackay Road, North 11° 07' 42" East 94.20 feet to the True Point of Beginning being a Disk Found at the intersection at the northern right-of-way line of Mackay Road and the eastern right-of-way line of Guilford College Road; thence along said eastern right-of-way line of Guilford College Road, the following three (3) courses:
 - 1) North 04° 40' 46" West 33.01 feet to a 1/2 Inch Iron Pipe Set;
 - 2) North 33° 57' 12" East 109.13 feet to a Disk Found;
 - 3) North 33° 19' 46" East 50.70 feet to a 1 Inch Iron Pipe Set at the Northwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 3 of Deed Book 6655, Page 621; thence along the northern property line of said Tract 3 of Deed Book 6655, Page 621, South 85° 37' 47" East 715.14 feet to a 1/2 Inch Iron Pipe Set at the western property line of the Jordan Creek Townhomes as shown on Deed Book 7794, Page 812, Deed Book 7562, Page 2780, and Deed Book 777, Page 1762, Plat Book 184, Page 79; thence along said western property line of the Jordan Creek Townhomes, South 04° 42' 07" West 438.75

feet to a 1/2 Inch Iron Pipe Set at said northern right-of-way line of Mackay Road; thence along said northern right-of-way line of Mackay Road, the following seven (7) courses:

- 1) North 77° 42' 15" West 13.49 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 82° 35' 52" West 103.56 feet to a 1/2 Inch Iron Pipe Set;
- 3) North 83° 23' 22" West 153.14 feet to a 1/2 Inch Iron Pipe Set;
- 4) along a curve to the right having a radius of 623.36 feet with a chord bearing and distance of North 67° 48' 28" West 327.83 feet to a Disk Found;
- 5) North 40° 56' 32" West 94.76 feet to a Disk Found;
- 6) North 48° 56' 48" West 63.68 feet to a Disk Found;
- 7) North 56° 02' 43" West 98.31 feet to the True Point of Beginning, containing 6.491 acres.

Survey Description: Parcel B

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- 2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to the True Point of Beginning being a 1/2 Inch Iron Pipe Set; thence continuing along said eastern right-of-way line of Guilford College Road, the following twelve (12) courses:

1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;

2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;

3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;

4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;

5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;

6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;

7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;

8) North 04° 56' 17" East 594.17 feet to a Disk Found;

9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.63 feet to a Disk Found;

10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;

11) North 28° 59' 59" East 145.62 feet to a Disk Found;

12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;

13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road the following six (6) courses:

- 1) along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of North 60° 45' 13" West 67.13 feet to a 1/2 Inch Iron Pipe Set;
- 2) South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;
- 3) South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
- 4) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
- 5) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
- 6) South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northwestern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the western property lines of said Kathleen R. Johnson, the following three (3) courses:
 - 1) South 03° 21' 44" West 2,008.41 feet to a 1/2 Inch Iron Pipe Set;
 - 2) South 43° 19' 08" East 395.97 feet to a 1/2 Inch Iron Pipe Set;
 - 3) South 66° 52' 20" East 290.22 feet to a point at the northeastern corner of said William Pearce Johnson, III and wife, Bebe Buice Johnson; thence along the northern property line of said William Pearce Johnson, III and wife, Bebe Buice Johnson, South 84° 38' 28" West 1,481.47 feet to the True Point of Beginning, containing 56.650 Acres.

Survey Description: Parcel C

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence

along said northern right-of-way line of Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:

1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;

2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;

3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;

4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;

5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;

6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;

7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;

8) North 04° 56' 17" East 594.17 feet to a Disk Found;

9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;

10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;

11) North 28° 59' 59" East 145.62 feet to a Disk Found;

12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;

13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road the following six (6) courses:

1) along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;

2) South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;

3) South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;

4) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;

5) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;

6) South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the True Point of Beginning; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:

1) South 82° 35' 52" East 99.01 feet to a 1/2 Inch Iron Pipe Set;

2) South 76° 12' 46" East 95.93 feet to a 1/2 Inch Iron Pipe Set;

3) South 67° 28' 23" East 93.08 feet to a 1/2 Inch Iron Pipe Set;

4) South 58° 54' 46" East 97.47 feet to a 1/2 Inch Iron Pipe Set;

5) South 53° 14' 19" East 69.66 feet to a 1-1/4 Inch Iron Pipe Found at the northwestern corner of now or formerly TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81; thence along the western property line of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81, South 34° 09' 44" East 350.69 feet to a 1 Inch Iron Pipe Found at a western corner of said Tract 1 of Deed Book 6655, Page 621; thence along the western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:

1) South 03° 53' 05" West 1,760.25 feet to a 1/2 Inch Iron Pipe Set;

2) South 20° 25' 54" West 210.60 feet to a point at the northeastern corner of said Tract 2 of Deed Book 6655, Page 621; thence along the eastern property lines of said Tract 2 of Deed Book 6655, Page 621, the following three (3) courses:

- 1) North 66° 52' 20" West 290.22 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 43° 19' 08" West 395.97 feet to a 1/2 Inch Iron Pipe Set;
- 3) North 03° 21' 44" East 2,008.41 feet to the True Point of Beginning, containing 30.698 Acres.

Survey Description: Parcel D

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- 2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;
- 3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry;

thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;
- 2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;
- 3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:

- 1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
- 3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
- 4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
- 5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
- 6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
- 7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
- 8) North 04° 56' 17" East 594.17 feet to a Disk Found;
- 9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
- 10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
- 11) North 28° 59' 59" East 145.62 feet to a Disk Found;
- 12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
- 13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road, the following six (6) courses:

- 1) along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;
- 2) South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;

3) South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
4) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
5) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
6) South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northeastern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:

1) South 82° 35' 52" East 99.01 feet to a 1/2 Inch Iron Pipe Set;
2) South 76° 12' 46" East 95.93 feet to a 1/2 Inch Iron Pipe Set;
3) South 67° 28' 23" East 93.08 feet to a 1/2 Inch Iron Pipe Set;
4) South 58° 54' 46" East 97.47 feet to a 1/2 Inch Iron Pipe Set;
5) South 53° 14' 19" East 69.66 feet to a 1-1/4 Inch Iron Pipe Found being the True Point of Beginning, thence continuing along said southern right-of-way line of Mackay Road the following three (3) courses:

1) South 50° 29' 40" East 164.36 feet to a 1/2 Inch Iron Pipe Set;
2) South 50° 25' 53" East 20.16 feet to a 1/2 Inch Iron Pipe Set;
3) along a curve to the left having a radius of 960.00 feet with a chord bearing and distance of South 58° 15' 18" East 261.36 feet to a 1/2 Inch Iron Pipe Set (a #4 Rebar Found North 50° 26' 59" West 3.47 feet off corner) at a northwestern corner of said Tract 1 of Deed Book 6655, Page 621; thence along the western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:

1) South 04° 02' 43" West 36.56 feet to a Stone Found (a 1-1/4 Inch Iron Pipe Found North 11° 08' 06" East 0.19 feet from said Stone Found);
2) North 89° 35' 04" West 165.11 feet to a 1 Inch Iron Pipe Found at an eastern corner of said Kathleen R. Johnson; thence along the eastern property line of said Kathleen R. Johnson, North 34° 09' 44" West 350.69 feet to the True Point of Beginning, containing 0.597 acres.

Survey Description: Parcel E

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North $69^{\circ} 27' 16''$ East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

1) North $55^{\circ} 42' 46''$ West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North $53^{\circ} 31' 20''$ West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North $40^{\circ} 24' 41''$ West 269.01 feet to the True Point of Beginning being a 1 Inch Iron Pipe Set; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North $18^{\circ} 04' 00''$ West 429.54 feet to a Disk Found;

2) North $11^{\circ} 22' 57''$ West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North $01^{\circ} 40' 29''$ East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnerships, recorded as Tract 2 of Deed Book 6655, Page 621; thence along the southern property line of said Tract 2 of Deed Book 6655, Page 621, North $84^{\circ} 38' 28''$ West 1481.47 feet to a point at a western corner of said Tract 1 of Deed Book 6655, Page 621, thence along western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:

1) South $03^{\circ} 53' 05''$ West 1186.00 feet to a 1 Inch Iron Pipe Set;

2) North 70° 22' 04" West 1,304.11 feet to the True Point of Beginning, containing 27.956 acres.

Survey Description: Parcel F

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to the True Point of Beginning being a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds; thence along said northern right-of-way line of said Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence along the southern and eastern property line of said Johnson, the following two (2) courses:

1) North 70° 22' 04" West 1304.11 feet to a 1 Inch Iron Pipe Set;

2) South 03° 53' 05" West 1186.00 feet to a point at the southwestern corner of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership recorded as Tract 2 in Deed Book 6655, Page 621 and the southern most corner of now or formerly Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the eastern property lines of said Kathleen R. Johnson the following Two (2) courses:

- 1) South 20° 25' 54" West 210.60 feet to a 1/2 Inch Iron Pipe Set;
- 2) South 03° 53' 05" West 1,760.25 feet to a 1 Inch Iron Pipe Found at the southwestern corner of now or formerly, TTM Family Limited Partnership, A North Carolina Limited Partnership as recorded in Deed Book 8000, Page 81; thence along the southern and eastern property lines of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81, the following Two (2) courses:
 - 1) North 89° 35' 04" West 165.11 feet to a Stone Found (a 1-1/4 Inch Iron Pipe Found North 11° 08' 06" West 0.19 feet from said Stone Found);
 - 2) South 04° 02' 43" West 36.56 feet to a 1/2 Inch Iron Pipe Set at the southern right-of-way line of Mackay Road (S.R. 1549) (a #4 Rebar Found North 50° 26' 59" West 3.47 feet off corner); thence along said southern right-of-way line of Mackay Road, the following fourteen (14) courses:
 - 1) South 67° 45' 40" East 91.38 feet to a 1 Inch Iron Pipe Set;
 - 2) South 68° 32' 44" East 481.35 feet to a 1/2 Inch Iron Pipe Set;
 - 3) South 68° 56' 50" East 100.00 feet to a 1/2 Inch Iron Pipe Set;
 - 4) South 70° 44' 04" East 101.26 feet to a 1/2 Inch Iron Pipe Set;
 - 5) South 73° 06' 37" East 101.15 feet to a 1/2 Inch Iron Pipe Set;
 - 6) South 74° 53' 45" East 102.01 feet to a 1/2 Inch Iron Pipe Set;
 - 7) South 75° 06' 11" East 98.89 feet to a 1/2 Inch Iron Pipe Set;
 - 8) South 75° 41' 01" East 100.11 feet to a 1/2 Inch Iron Pipe Set;
 - 9) South 78° 17' 04" East 102.61 feet to a 1 Inch Iron Pipe Set;
 - 10) South 83° 08' 38" East 101.00 feet to a 1/2 Inch Iron Pipe Set;
 - 11) South 86° 56' 13" East 102.59 feet to a 1/2 Inch Iron Pipe Set;
 - 12) North 89° 31' 17" East 96.75 feet to a 1 Inch Iron Pipe Set;
 - 13) South 01° 50' 08" East 20.00 feet to a Disk Found;
 - 14) North 86° 56' 39" East 369.69 feet to a 1 Inch Iron Pipe Set at the western corner of now or formerly TTM Family Limited Partnership, A North Carolina Limited Partnership as recorded in Deed Book 8000, Page 81 and as Lot 2 of Plat Book 169; thence along the southern property line of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81; thence South 88° 12' 35" East 568.60 feet to a Bent 3/4 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument at the southwestern corner of now or

formerly Adams Farm Community Association, Inc. as recorded in Deed Book 3719, Page 120 and as Common Area of Plat Book 91, Page 46; thence along the southwestern property lines of said Common Area of Plat Book 91, Page 46, the following two (2) courses:

1) South 86° 25' 45" East 71.44 feet to a Concrete Monument Found (a Bent 3/4 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument Found South 57° 59' 26" East 1.24 feet off-corner);

2) South 40° 37' 46" West 142.92 feet to a 3/4 Inch Iron Pipe Found at the northwestern corner of now or formerly Adams Farm Community Association, Inc. as recorded in Deed Book 4279, Page 2162 and as Common Area of Plat Book 110, Page 72; thence along the southwestern property lines of the Common Area of Plat 110, Page 72, the following five (5) courses:

1) South 05° 15' 09" East 70.09 feet to a 3/4 Inch Iron Pipe Found;

2) South 63° 42' 09" East 153.49 feet to a 1 Inch Iron Pipe Found;

3) South 19° 33' 51" West 193.54 feet to a 3/4 Inch Iron Pipe Found;

4) South 09° 53' 29" East 133.70 feet to a 1 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument;

5) South 86° 31' 30" East 51.80 feet to a 1/2 Inch Iron Pipe Found at the northwestern corner of now or formerly Lynne F. Garrison as recorded in Deed Book 5779, Page 3039 and Deed Book 4061, Page 2031; thence along the western property lines of said Lynne F. Garrison, the following three (3) courses:

1) South 03° 52' 32" West 961.09 feet to a 1 Inch Iron Pipe Found (1 foot tall);

2) North 79° 18' 01" East 126.57 feet to a Stone Found with a P-K Nail;

3) South 04° 48' 10" West 887.66 feet to a 3/4 Pinch Top Inch Iron Pipe Found at an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainage Way and Open Space as recorded per Plat Book 123, Page 12; thence along said Drainage Way and Open Space, South 04° 50' 16" West 360.51 feet to a 1/2 Inch Iron Pipe Set at the northwestern corner of an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainage Way and Open Space as recorded per Plat Book 123, Page 12; thence along the western property lines of said Drainage Way and Open Space and Common Area and Drainage, Maintenance and Utility Easements per Plat Book 127, Page 69, South 04° 50' 04" West 650.65 feet to a 1/2 Inch Iron Pipe Found at the northwestern corner of Lot

277 of Plat Book 127, Page 71; thence along the western property lines of Lots 277, 278, 279, 280, 281, and 282, South 04° 51' 26" West 516.81 feet (crossing a 1/2 Inch Iron Pipe Found at 14.99 feet, 191.96 feet, 346.81 feet) to a 1 Inch Iron Pipe Set (a 1/2 Inch Iron Pipe Found North 68° 14' 19" East 0.36 feet off corner) at the northern right-of-way of Hund Case Drive; also being at a northern corner of now or formerly St. Francis Pet Funeral Service and Cemetery, Inc. as recorded in Deed Book 5795, Page 2488 and as Tract 1 of Plat Book 148, Page 16; thence along the western property lines of said St. Francis Pet Funeral Service and Cemetery, Inc., the following five (5) courses:

- 1) North 85° 48' 50" West 49.64 feet to a 1/2 Inch Iron Pipe Set;
- 2) South 04° 48' 46" West 196.41 feet to a 1 Inch Iron Pipe Set;
- 3) South 04° 12' 51" West 45.48 feet to a #4 Rebar Found;
- 4) South 86° 03' 30" East 50.17 feet to a Bent #4 Rebar Found;
- 5) South 03° 50' 13" West 425.31 feet to a Bent 1" Iron Pipe Found at the northeastern corner of now or formerly The Trustees of Guilford County Technical Community College as recorded in Deed Book 5988, Page 1797; thence along the northern property line of said The Trustees of Guilford County Technical Community College, North 88° 06' 09" West 892.83 feet to the True Point of Beginning, containing 287.789 acres.

Survey Description: Parcel G
Intentionally Omitted.

Survey Description: Parcel H

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 76° 39' 57" West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of

Jamestown Square Drive; thence along said western right-of-way line of Jamestown Square Drive, South $34^{\circ} 16' 11''$ West 76.88 feet to a 1" Iron Pipe Set at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence along the northern property line of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797, North $88^{\circ} 06' 09''$ West 159.26 feet to a 1" Iron Pipe Found with a Cap and Tack at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 7116, Page 540 and Plat Book 171, Page 76; thence along the northern and western property lines of said The Trustees of Guilford Technical Community College as recorded in Deed Book 7116, Page 540 and Plat Book 171, Page 76, the following four (4) courses:

- 1) North $88^{\circ} 06' 09''$ West 402.15 feet to a 1 Inch Iron Pipe Found;
- 2) South $03^{\circ} 26' 52''$ West 470.18 feet (crossing a 1 Inch Iron Pipe Found at 464.85 feet) to a 1 Inch Iron Pipe Found;
- 3) North $85^{\circ} 45' 21''$ West 626.89 feet to a 1 Inch Iron Pipe Found with a Tack,
- 4) South $03^{\circ} 26' 54''$ West 396.13 feet to a 1 Inch Iron Pipe Found at the northeastern corner of now or formerly Davis Family Enterprises, LTD as recorded in Deed Book 6123, Page 2187; thence along the northern property line of said Davis Family Enterprises, LTD, North $86^{\circ} 54' 19''$ West 672.75 feet (Crossing a 1 Inch Iron Pipe Found at 174.15 feet and at 583.73 feet) to a point at the southwestern corner of now or formerly Town of Jamestown as recorded in Plat Book 124, Page 27; thence along said eastern property lines of said Town of Jamestown as recorded in Plat Book 124, Page 27, the following three (3) courses:

- 1) North $09^{\circ} 47' 15''$ West 105.39 feet to a point;
- 2) North $18^{\circ} 29' 10''$ East 355.33 feet to a point;
- 3) North $46^{\circ} 14' 35''$ East 94.68 feet to a point at the southeastern corner of now or formerly Town of Jamestown as recorded in Plat Book 128, Page 115; thence along said eastern and northern property lines of said Town of Jamestown as recorded in Plat Book 128, Page 115, the following six (6) courses:

- 1) North $46^{\circ} 14' 35''$ East 58.09 feet to a point;
- 2) North $65^{\circ} 32' 45''$ East 141.11 feet to a point;

- 3) North $51^{\circ} 15' 00''$ East 289.95 feet to a point;
- 4) North $40^{\circ} 53' 50''$ East 274.42 feet to a point;
- 5) North $41^{\circ} 49' 30''$ East 204.09 feet to a point;
- 6) North $56^{\circ} 29' 30''$ West 273.90 feet (crossing a 1 Inch Iron Pipe Set at 50.00 feet) to a 1 Inch Iron Pipe Set at the northeastern corner of now or formerly Johnson / Liberty LLC as recorded in Deed Book 433, Page 992 and Plat Book 128, Page 115, said 1 Inch Iron Pipe Set being North $34^{\circ} 32' 15''$ East 4.52 feet from a Disturbed Stone Found; thence along the northern property lines of said Johnson / Liberty LLC and Lots 124, 125, 126, 129 and 130 of said Plat Book 128, Page 115 and Lots 119 and 120 of Plat Book 128, Page 114, North $56^{\circ} 29' 30''$ West 1,266.64 feet (crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 130 at 559.84 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 129 at 660.76 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 126 at 761.68 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 125 at 904.52 feet, and a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 119 at 1,131.47 feet) to a 1 Inch Iron Pipe Found at a northern corner of said Lot 119; thence along the northern property lines of said Lot 119 and Lots 107, 108, 109, 110, 111, 112, 113, 114, 115 and 118 of said Plat Book 128, Page 114, the following seven (7) courses:
 - 1) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $50^{\circ} 48' 07''$ West 131.44 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 118;
 - 2) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $46^{\circ} 46' 02''$ West 75.55 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 115;
 - 3) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $43^{\circ} 10' 22''$ West 108.87 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 114;
 - 4) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $38^{\circ} 59' 15''$ West 105.83 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 113;

5) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 34° 08' 56" West 142.37 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 112;

6) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 30° 47' 22" West 29.96 feet to a 1 Inch Iron Pipe Found at a northern corner of Lot 112;

7) South 56° 29' 24" East 694.88 feet (crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 111 at 112.46 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 110 at 245.58 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 109 at 345.79 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 108 at 446.00 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 107 at 574.80 feet, and crossing a 1 Inch Iron Pipe Found at the northwestern corner of said Lot 107 at 682.81) to a 1 Inch Iron Pipe Found at the eastern right-of-way line of College Road; thence along said eastern right-of-way line of College Road, the following seven (7) courses:

1) North 39° 34' 26" East 96.59 feet to a 1 Inch Iron Pipe Set;

2) South 50° 25' 34" East 20.34 feet to a 1 Inch Iron Pipe Set;

3) North 39° 34' 26" East 81.85 feet to a Disk Found;

4) along the arc of a curve to the right having a radius of 705.38 feet with a chord bearing and distance of North 42° 11' 28" East 190.32 feet to a Disk Found;

5) North 50° 04' 29" East 68.80 feet to a Disk Found;

6) South 70° 32' 19" East 15.03 feet to a Disk Found;

7) North 3° 12' 42" East 51.39 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162; thence along the southern property line of said William Pearce Johnson, III and wife Bebe Buice Johnson, South 70° 22' 04" East 192.10 feet to 1 Inch Iron Pipe Set at the southern right-of-way line of said Guilford College Road; thence along said southern right-of-way line of said Guilford College Road, the following seven (7) courses:

1) along the arc of a curve to the left having a radius of 1,066.27 feet with a chord bearing and distance of South 35° 25' 24" East 501.63 feet to a Disk Found;

- 2) along the arc of curve to the left having a radius of 1,704.09 feet with a chord bearing and distance of South 53° 26' 25" East 239.08 feet to a Disk Found;
- 3) South 55° 42' 46" East 1,830.25 feet (crossing a Disk Found at 242.81 feet) to a Disk Found;
- 4) South 34° 17' 14" West 119.94 feet to a Disk Found;
- 5) South 56° 23' 52" East 805.99 feet to a 1 Inch Iron Pipe Set Found;
- 6) South 56° 23' 39" East 218.84 feet to the True Point of Beginning, containing 55.770 acres.

Survey Description: Parcel J

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 76° 39' 57" West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of Jamestown Square Drive; thence along said southern right-of-way line of Guilford College Road and the northern property line of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership as recorded in Deed Book 6655, Page 621, Tract 2, the following six (6) courses:

- 1) North 56°23'39" West 218.84 feet to a 1 Inch Iron Pipe Set;
- 2) North 56° 23' 52" West 805.99 feet to a Disk Found;
- 3) North 34° 17' 14" East 119.94 feet to a Disk Found;
- 4) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 1,476.38 feet and 2,405.77 feet) to a Disk Found;
- 5) along the arc of a curve to the right having a radius of 1,704.09 feet with a chord bearing and distance of North 53° 26' 25" West 239.08 feet to a Fisk Found;
- 6) along the arc of a curve to the right having a radius of 1,066.27 feet with a chord bearing and distance of North 35° 25' 254" West 501.63 feet to the True Point of Beginning; thence along a northern property line of said TTM Family Limited Partnership, North 70° 22' 04"

West 192.10 feet to a 1 Inch Iron Pipe Set in the eastern right-of-way line of Guilford Road; thence along said eastern right-of-way line of Guilford Road, North 73° 12' 42" East 150.70 feet to a Disk Found at the intersection of said eastern right-of-way line of Guilford Road and said southern right-of-way line of Guilford College Road, thence along said southern right-of-way line of Guilford College Road, a curve to the left having a radius of 1,066.27 feet with a chord bearing and distance of South 18° 43' 07" East 115.33 feet to the True Point of Beginning, containing 0.197 Acres.

Survey Description: Parcel K

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 76° 39' 57" West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of Jamestown Square Drive; thence along said western right-of-way line of Jamestown Square Drive, South 34° 16' 11" West 76.88 feet to a 1" Iron Pipe Set at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence crossing Jamestown Square Drive, South 88° 06' 09" East 116.54 feet to a 1 Inch Iron Pipe Found at the eastern right-of-way line of Jamestown Square Drive, said 1 Inch Iron Pipe Found being the True Point of Beginning; thence along said eastern right-of-way line of Jamestown Square Drive, North 34° 16' 11" East 15.62 feet to a Disk Found at the intersection of said eastern right-of-way line of Jamestown Square Drive and said southern right-of-way line of Guilford College Road; thence along said southern right-of-way line of Guilford College Road, South 56° 23' 39" East 25.10 feet to a 1 Inch Iron Pipe Set at a northern corner of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence along a northern property line of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797, North 88° 06' 09" West 29.72 feet to the True Point of Beginning, containing 0.005 acres or 196 square feet.



ACCESS POINTS TO BE DETERMINED BY NCDOT

PROJECT JAMESTOWN
 Preliminary Schematic Plan - September 29, 2021



AFFIDAVIT OF NOTICE

REGARDING NOTIFICATION REQUIREMENTS FOR Town Council Public Hearing Rezoning Request D.R. Horton

2221 Guilford College Rd, 5300 Mackay Rd, 2207 Guilford College Rd, 5303 Mackay Rd located on Guilford County Tax Map/Parcel(s), and

PIN#(s) 159144, 159105, 159106, 158765

Check box if additional sheets are attached:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD, to-wit:

I Nancy Avery, the undersigned, being first duly sworn, do hereby depose and certify as follows:

That in accordance with Section 160A-384 of the North Carolina General Statutes, the property owners listed on the attached sheet were notified of the January 25, 2022, public hearing before the Town Council, to be held at Civic Center at 6:00 pm.

That said notification consisted of a written notification letter mailed to each listed property owner or their agent at least 10 and no more than 25 calendar days before the referenced public hearing.

That a sample notification letter and a list of the names of property owners or their agents or occupants of the property to whom notification was sent are attached.

That said notification was mailed from the Jamestown USPS, on Jamestown 11, 2022 by First Class mail.

That pursuant to the Town of Jamestown Land Development Ordinance, placards furnished by the Town, indicating the date, time and place of the public hearing before the Town Council, a brief description of the matter being heard, and identifying the land which is the subject of the application, were erected on the property at least 10 and no more than 25 calendar days prior to the public hearing, and further, that said placards have been maintained up to the time of said hearing.

That the placards were posted on January 11, 2022.

Nancy Avery
Interim Town Clerk's Signature

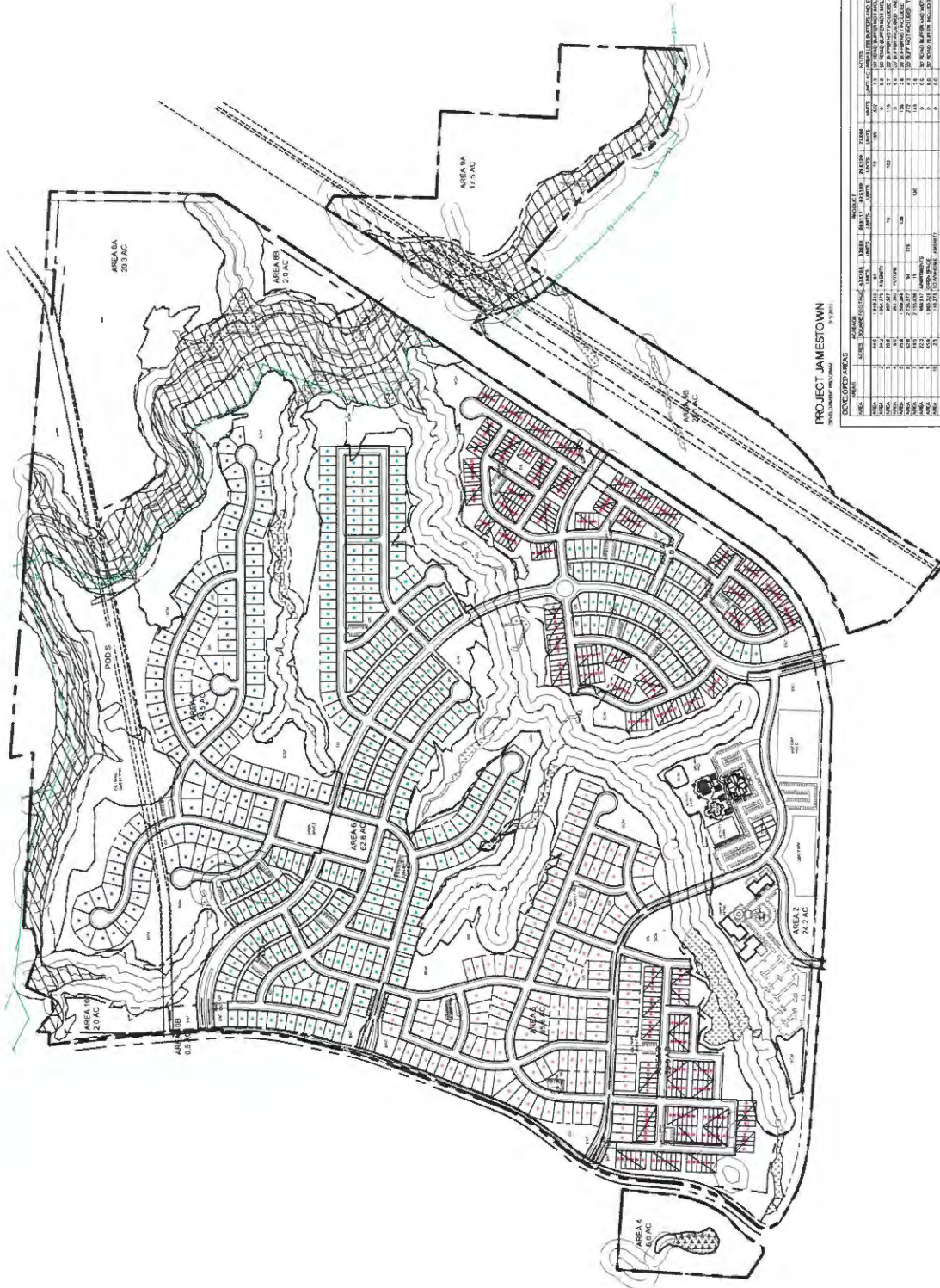
Subscribed and sworn to before me this 11th day of January, 2022

My Commission Expires: February 20, 2027

Elizabeth T. Greeson
Notary Public's Signature

Elizabeth T Greeson
Printed Name of Notary Public





PROJECT JAMESTOWN
 DEVELOPMENT PROGRAM

AREA	ACRES	TOTAL		RESIDENTIAL		COMMERCIAL		INDUSTRIAL		TOTAL	
		UNITS	LOTS	UNITS	LOTS	UNITS	LOTS	UNITS	LOTS	UNITS	LOTS
AREA 1A	20.3	100	100	100	100	0	0	0	0	100	100
AREA 1B	20.3	100	100	100	100	0	0	0	0	100	100
AREA 1C	20.3	100	100	100	100	0	0	0	0	100	100
AREA 1D	20.3	100	100	100	100	0	0	0	0	100	100
AREA 1E	17.5	100	100	100	100	0	0	0	0	100	100
TOTAL	101.7	500	500	500	500	0	0	0	0	500	500

AREA	ACRES	TOTAL		RESIDENTIAL		COMMERCIAL		INDUSTRIAL		TOTAL	
		UNITS	LOTS	UNITS	LOTS	UNITS	LOTS	UNITS	LOTS	UNITS	LOTS
AREA 1A	20.3	100	100	100	100	0	0	0	0	100	100
AREA 1B	20.3	100	100	100	100	0	0	0	0	100	100
AREA 1C	20.3	100	100	100	100	0	0	0	0	100	100
AREA 1D	20.3	100	100	100	100	0	0	0	0	100	100
AREA 1E	17.5	100	100	100	100	0	0	0	0	100	100
TOTAL	101.7	500	500	500	500	0	0	0	0	500	500



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Public Hearing for consideration of Development Agreement

AGENDA ITEM #: VII-A(3)

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

A petition for rezoning has been received and reviewed by the Planning Board. The public hearing was opened at the January 25, 2022 regular meeting for the consideration of the rezoning of the parcels located at 2221 Guilford College Rd., 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Rd from AG (Agricultural) to PUD (Planned Unit Development) with a Development Agreement.

As staff have discussed at previous meetings, this Development Agreement coincides with the proposed rezoning request.

ATTACHMENTS: Draft Development Agreement

RECOMMENDATION/ACTION NEEDED: Council may continue, deny, or approve rezoning request.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:

DRAFT

DEVELOPMENT AGREEMENT

BETWEEN
THE TOWN OF JAMESTOWN
AND
D.R. HORTON, INC.

Prepared by and Return to:
Thomas E. Terrell, Jr.
Fox Rothschild LLP
230 N. Elm Street, Suite 1200
Greensboro, N.C. 27401

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seq., which procedures and requirements include approval of the development agreement by the governing body by ordinance after a duly noticed public hearing.

ARTICLE II BACKGROUND

1. DRH owns in fee simple approximately 467 acres north and east of Guilford College Road and south of MacKay Road (the "Property") that includes Guilford County Tax Parcels 158765, 159105, 159106, and 159144. A legal description of the Property is attached to this Agreement as Exhibit A.
2. The Property lies within the Town's extra-territorial jurisdiction and is subject to an intergovernmental agreement between the Town and the City of Greensboro dated December 13, 2011. The terms of the intergovernmental agreement are acknowledged by DRH.
3. The Property was the subject of a petition for annexation and application for original rezoning by a company unrelated to DRH and whose petition and application were denied by the Town on February 16, 2021.
4. DRH acquired the Property on July 1, 2021, subject to future annexation and entitlements to be approved by the Town and without representations or warranties by the Town regarding approvals of entitlements. The Town's only commitment to DRH was to move as expeditiously as reasonable under the circumstances to review DRH's applications, subject to the requirements of the Town's Land Development Ordinance ("LDO") and controlling statutes.
5. DRH has expressed interest in developing the Property as a multi-phased and multi-use residential subdivision with limited commercial uses (the "Project") in a Planned Unit Development ("PUD") zoning district.
6. In response to citizens' concerns about the quality and impact of the Project, the Town hired Seth Harry & Associates to serve as the Town's development consultant, to organize and lead a charrette seeking public input on the Project's layout, concepts, uses, and designs, and generally to propose design and architectural principles to guide the Project's development.
7. On November 8, 2021, the Jamestown Planning Board voted unanimously to support the use of the PUD zoning district for the Project and to affirm that the Project, as shown on a conceptual site map attached as Exhibit B, was generally consistent with the Town's Comprehensive Plan.
8. The Town Council also has determined that this Agreement and the principles and conditions incorporated into the PUD zoning district will better secure quality planning and growth, strengthen the tax base, coordinate the delivery of public services and construction of infrastructure, and be in general conformity with the Town's Comprehensive Plan.

Accordingly, DRH and the Town desire to enter into this Agreement (a) to clarify the roles and duties of each party in the provision of public services; (b) to ensure coordination of communications between the Parties; (c) to create clear understandings of the quality and

Commented [1]: DRH - Please consider, prior to DRH purchasing the property, a letter was provided to DRH from the Town recognizing a number of housing units that would be compatible with Jamestown along with a note that the community would be an example of DRH's homebuilding.

Commented [2R1]: Tom Terrell - This is not what the letter said. We provided you a copy of the letter as a reminder. At no point did the Town agree that DRH would develop a typical DRH subdivision. It said the opposite, in writing. However, the number of units DRH requested is exactly what the Town put into this Agreement.

principles of design that regulate development of the Project; and (d) to provide assurances to DRH that it may proceed to develop the project under the approvals in this Agreement without encountering future changes in ordinances, regulations, or policies that would affect DRH's ability to develop the Project under the terms of this Agreement.

ARTICLE III. DEFINITIONS

1. Terms defined. The following terms use in this Agreement shall have the meanings provided:

Agreement – "Agreement" shall mean this Development Agreement and the attachments and exhibits referenced in the Agreement, and all revisions and modifications to the Agreement.

Breach (Minor) – a Minor Breach is a violation of any term or provision of this Agreement or requirement of the Land Development Ordinance ("LDO") that can be remedied by site plan revision or corrected on site.

Breach (Major) – a Major Breach is any willful or negligent violation or departure from the requirements of this Agreement, the LDO, or approved site plan that is not classified as a Minor Breach and for which the remedy is withholding development permits or certificates of occupancy until the breach has been cured.

DRH – "DRH" shall mean D.R. Horton, Inc. and its wholly or partially owned subsidiaries, employees, agents, contractors, attorneys, consultants, and any other person or company acting on its behalf with a fiduciary or contractual obligation to DRH. DRH also means successors in title and interest to DRH.

Town – "Town" shall mean the Town of Jamestown, a North Carolina municipal corporation, and its employees, agents, consultants, attorneys, departments, and divisions.

Minor amendment – a "Minor Amendment" is an amendment to this Agreement or attachments that can be made administratively by the Town manager or his or her designee, and includes: changes in land use that are considered similar in type, function, or appearance; changes in the density in one residential area that does not affect overall density; increases in overall density that do not exceed 2% above the maximum density for good cause shown; minor changes in architectural standards; changes to technical plans related to public services; and changes in setbacks and other measurable items that do not exceed 5% of the required measurement.

Major amendment – a "Major Amendment" is an amendment to this Agreement or attachments that requires approval by the Town Council, and includes: amendments that are not listed as Minor Amendments; the addition of new land; adding uses that are considered to be more intensive or than approved uses or that are within prohibited categories; a change in the number of access points; any change that would trigger a revised TIA; any change in the size of the area designated for multi-family or increase in multi-family units above 500 units; and changes in architecture and

design that are not considered minor changes.

Default – Default for DRH shall mean the failure to remedy a Major Breach within 60 days of notice. Default for the Town shall be limited to failure to take steps or provide services as described in Article __ (Public Services).

Project – “Project” shall mean the proposed development of residential and commercial uses according to concepts and designs approved by the Town, including, but not limited to, the supportive street, utility, signage, lighting, and open space infrastructure.

Property – “Property” shall mean the physical area described in the metes and bounds attached as Exhibit A to this Agreement. Property may also include, as appropriate to context, the buildings and fixtures attached to the Property.

2. Terms not defined. Terms not defined in Article III, section 1 of this Agreement, shall first be interpreted within the context of usage in this Agreement; secondarily, by reference to the Town of Jamestown UDO; and third, by reference to Webster’s Dictionary, on-line edition.

**ARTICLE IV
USES AND DENSITY**

A. RESIDENTIAL USES

1. Concept Map. DRH has created a map (“Concept Map”) that illustrates broadly the housing types allowed in each of the Project’s identified areas. The Concept Map is attached to this Agreement as Exhibit ___.

2. Types allowed. The residential uses allowed in the project shall be limited to single family attached and detached, townhomes, and multi-family, and any civic or community improvements developed as accessory uses, including community event buildings, parks and open space, and greenways and trails.

3. Uses by area. The uses allowed in each of the Project’s areas are the uses listed on the Concept Plan map attached as Exhibit ___.

4. Multi-family. The area identified as multi-family shall not change in size or location within the Project except through a major amendment of this Agreement. “Multi-family” does not include attached homes or townhomes.

Commented [3]: DRH - Please consider, there are no greenways planned for this project.
Commented [4R3]: Tom Terrell - The DRH responses throughout are the same responses, but with the words “please consider” added. As we explained in our meeting, we need alternate language to consider, not commentary. If there are no greenways, delete the word, but note that these are uses allowed and not required.

B. COMMERCIAL USES

1. Allowed uses. It is the intent of the Commercial Area, as further described in Article ___, to create a location suitable for businesses that serve the Project and surrounding neighborhoods with a combination of small-scale retail, service, and food establishments. The following uses shall be permitted:

[initial list to be created by DRH]

2. New uses. This list of allowed uses may be modified or expanded by the Town Manager or his or her designee upon a determination that the proposed use is similar in form, size, and function to the uses listed as allowed.
3. Disallowed uses. The following uses shall not be allowed in the Commercial Area:
 - a. Uses not listed as allowed.
 - b. Uses categorized in the LDO as industrial.
 - c. Uses in the Adult Business category.
 - d. Uses prohibited under water supply watershed restrictions.
 - e. Convenience stores with gas pumps.

C. DENSITY

1. Calculation. The Project's density is a measure of residential density and shall not include commercial uses. Density shall be calculated as the number of residential units allowed with the gross acreage of the Project, which gross acreage shall include all land within the Property, including conservation areas, non-buildable areas, publicly dedicated parks, easements and streets. For purposes of this calculation, the gross acreage of the Property is determined to be 467 acres.

2. Total density. Total density of the Project shall not exceed 1500 residential units.

Commented [5]: DRH - Please note, in accordance with the proposed plan.

3. Density within areas. The density within areas of the Concept Plan may be shifted from one area to another in DRH's sole determination as long as the overall density is not increased.

**ARTICLE V.
PUBLIC SERVICES**

A. WATER

1. Source. The Project's water will be sourced from the Piedmont Triad Regional Water Authority (PTRWA), known as Randleman Reservoir, and from the water supplies owned by the cities of High Point and Greensboro (the "Water Suppliers"), pursuant to intergovernmental agreements between the Town and each of the Water Suppliers. DRH has been offered opportunities to review and inspect the referenced intergovernmental agreements and agrees that the terms of each agreement are satisfactory.

Commented [6]: DRH - DRH has not been provided a copy of this agreement. Please provide.

2. Required service. DRH hired Evans Engineering to determine the amount of water needed to serve the Project. Evans Engineering conducted a study based upon data provided by DRH that included anticipated numbers of bedrooms and other information deemed relevant and necessary by DRH, according to its accumulated experience building homes locally, regionally, and nationally, for Evans Engineering to conduct this study. Based upon the DRH data, principles of engineering, and industry standards, Evans Engineering determined that the Project will be satisfactorily served by 475,000 gallons of water per day (gpd), an average daily calculation over a period of one year. DRH has

Commented [7R6]: Tom Terrell - To be provided.

reviewed Evans Engineering's data and studies and determined that this estimate of average daily water needs is correct and not inflated.

3. Capacity and Dedication. The Town represents that it has access to 1.775 million gallons per day ("mgd") through intergovernmental agreements with the Water Suppliers (the "Water Capacity"). Upon execution of this Agreement, the Town will (a) dedicate the Water Capacity from the Water Suppliers to provide the Project with water equal to a daily average of 500,000 mgd; and (b) protect the Water Capacity from future competing sources. Subject to the Town's obligations to reserve the Water Capacity for DRH, DRH agrees that the Town may and will allocate water and/or water capacity to other users.

4. No Guarantee. The Town's dedication of the Water Capacity is not a guarantee of (a) water quality; or (b) that these sources will independently or collectively be able to provide the Town with the Water Capacity. DRH agrees that Acts of God, Force Majeure, climate change, drought, and other factors beyond the Town's reasonable control could affect the quality and availability of water from the Water Suppliers.

5. Equal access to limited resources. The Parties agree that if the Water Suppliers (a) adopt local restrictions to protect the quantity of water in local water supplies; (b) become wholly or partially unable to supply the Town's needs; or (c) become subject to State or federal rations or restrictions, then (i) this Agreement does not create rights greater than other citizens, and (ii) DRH shall be treated equally as other citizens in the Town with respect to rights to available water.

6. Water restrictions. DRH agrees that if any of the Water Suppliers implements water usage restrictions due to drought or other reasons that cause restrictions in water availability, it will fully participate in voluntary or mandatory restrictions, depending upon the types of restrictions implemented. Such restrictions shall include, but not be limited to, reducing or eliminating the use of water on lawns in common areas, and implementing education and outreach measures to inform all owners within the Project of their obligations and to encourage their participation.

7. Fees. DRH shall be subject to the standard fees charged to all town citizens for water usage and water infrastructure. These fees include, but are not limited to, tap fees, system development fees, household water rates, billing late fees, hydrant fees, and hydrant assembly fees. The Town's fees are subject to periodic change at times decided by the Town and in the Town's sole discretion. This Agreement does not grant DRH rights to pay water fees at rates different than other citizens.

8. Utility Design. DRH shall employ North Carolina licensed engineers to design the water infrastructure ("Water Infrastructure") serving the Project, including, but not limited to, taps; location, size, and depth of lines; locations of hydrants and meters; and materials. Upon review and approval by the Town, DRH shall prepare the Application for Approval of Engineering Plans and Specifications for Water Supply System and timely submit the application to NCDEQ.

Commented [8]: DRH - Please consider, public water in Jamestown is maintained by the Town. Prior to annexation and zoning of Property, water capacity shall be verified by the Town from the information provided by DRH and the Town's internal knowledge of their system.

Commented [9R8]: Tom Terrell - The Town will make its own determinations SUBJECT TO THE TOWN'S SATISFACTION. This provision states that DRH also has determined that water service available is adequate. The only other option is to change this provision to say that DRH had an opportunity to confirm service was adequate and elected not to do so.

Commented [10]: DRH - Please consider, DRH will do this for so long as DRH owns the Property.

Commented [11R10]: Tom Terrell - This Agreement is binding on successors and assigns, per Article XIII, paragraph 9.

9. Hunt Chase Water Line Loop. DRH shall construct at its expense and dedicate to the Town a water line loop connecting the existing water lines on Hunt Chase Drive to the water line on Parcel No. 159113.

Commented [12]: DRH - Please consider, to the extent that this request is legally possible, DRH and the Town can discuss terms, pricing and timeline for the waterline loop.

B. SEWER

1. Treatment. The Town owns 8% of the High Point Eastside Wastewater Treatment Plant ("WWTP") pursuant to an agreement with the City of High Point ("High Point Agreement"). DRH has read and accepts the terms of the High Point Agreement.

Commented [13R12]: Tom Terrell - In the context of past discussions and communications about a problem with the negative and inappropriate attitude of DRH's first response, adding "please consider" to the same comments in the previous response is interpreted as intended sarcasm. This is a huge project that changes the future of this small town. Sarcastic responses to the Town's concerns does not advance DRH's needs.

2. Treatment capacity. Pursuant to the High Point Agreement, the Town's ownership interest includes 8% of the WWTP's capacity ("Treatment Capacity"), calculated to be 2.0 million gpd.

Commented [14]: DRH - DRH has not been provided a copy of this agreement. Please provide.

3. Required capacity. DRH hired Evans Engineering to determine the amount of Treatment Capacity needed to serve the Project. Evans Engineering conducted a study based upon (a) data provided by DRH that included anticipated numbers of bedrooms; (b) other information deemed relevant and necessary by DRH; and (c) DRH's accumulated experience building homes locally, regionally, and nationally. Based upon the DRH data, principles of engineering, and industry standards, Evans Engineering determined that the Project will be satisfactorily served by Treatment Capacity of 475,000 gpd, an average daily calculation over a period of one year DRH has reviewed Evans Engineering's data and studies and determined that this estimate of average daily water needs is correct and not inflated.

Commented [15R14]: Tom Terrell - To be provided.

4. Capacity and Dedication. The Town represents that it has access to 2 million GPD treatment capacity at the WWTP and currently uses approximately 1.4 million GPD. Upon (a) DRH's execution of this Agreement, (b) payment of all development fees anticipated to be due by the Project at full buildout, and (c) approval by NCDEQ, the Town will (a) dedicate 475,000 gpd (the "Sewer Capacity") from the WWTP; and (b) reserve the Sewer Capacity for DRH's use and protect it from future competing sources. Subject to the Town's obligations to reserve the Sewer Capacity for DRH, DRH agrees that the Town may and will allocate sewer and/or sewer capacity to other users.

Deleted:

Commented [16]: DRH - Please consider, public sewer in Jamestown is maintained by the Town. Prior to annexation and zoning of Property, sewer capacity shall be verified by the Town from the information provided by DRH and the Town's internal knowledge of their system.

Commented [17R16]: Tom Terrell - The Town will perform its duty. DRH can either perform its duty or state in this Agreement that it elects not to.

Commented [18]: DRH - Please consider, this is not feasible to calculate at this stage and if dedication is withheld until the end of the project then sewer capacity may not be available.

5. No Guarantee. The Parties agree that if the Sewer Capacity (a) is restricted or affected by actions taken by the State of North Carolina (b) becomes wholly or partially unavailable to the Town because of force majeure, Acts of God, or temporary malfunctions at the Wastewater Treatment Plant or within the system's infrastructure; (c) becomes subject to newly adopted State or federal rations or restrictions; or (d) is affected by amendments to the agreement between the municipalities of Jamestown and High Point, then (i) this Agreement does not create rights greater than other citizens that rely upon sanitary sewer service provided by the Town, and (ii) DRH shall be treated equally as other citizens in the Town with respect to rights to Sewer Capacity.

Commented [19R18]: Tom Terrell - The Town is offering DRH an opportunity to reserve capacity for the entire project. Only one other developer in Jamestown's history was offered this opportunity and it enabled that developer to avoid a temporary state-imposed moratorium. Please confirm that DRH does not wish to have this reservation protection.

6. Utility Inspections.

a. Velocity. DRH has represented to the Town that its business model requires utility inspections to occur at or approximately at the time of construction, a time frame that the Town does not have the ability to meet at present staffing levels.

b. Dedicated inspector. The Town agrees to work in good faith to hire a utility inspector or inspectors who can work onsite and be dedicated to this project.

c. Contribution to costs. Beginning in the month when utility construction commences and continuing until the month DRH has fully dedicated all Water Infrastructure and sewer infrastructure ("Sewer Infrastructure"), DRH shall pay the town a sum not to exceed \$16, 700 per month to defray costs of hiring an onsite inspector or inspectors. Notwithstanding DRH's contribution to defray costs, the inspector(s) shall be employed or contracted by the Town and have no fiduciary duties to DRH.

7. Utility Design. DRH shall employ North Carolina licensed engineers to design the sewer infrastructure ("Sewer Infrastructure") serving the Project, including, but not limited to, location of tie-in to the outfall, location of cleanouts, size and depth of lines, and materials used. All designs and materials shall meet the Town's requirements. Upon review and approval by the Town, DRH shall prepare the Sewer System Extension Applications and timely submit the application to NCDEQ.

8. Fees. DRH and its residents shall be subject to the standard fees charged to all town citizens for sewer and sewer infrastructure as published on the Town's fee schedule.

9. Hazen and Sawyer Study. The Town has hired Hazen and Sawyer to conduct a study of the Town's capacity at the WWTP. DRH shall make any system upgrades recommended by the Hazen and Sawyer study that are attributable to the Project.

10. Other upgrades. The Town shall reline the Bull Run Interceptor (Adam's Farm Outfall) outfall with cured in-place pipe lining from Mackay Road to Guilford College Road on a schedule suitable to the Town in its sole discretion.

11. The Town shall pay for any necessary expansion of its portion of the WWTP and seek additional capacity at the WWTP as determined to be necessary in the Town's sole discretion.

C. SOLID WASTE

1. General service. The Town shall provide solid waste pickup to all parts of the Project except any portion where apartments and commercial businesses are developed. Apartments and commercial areas shall be served by outside contractors at DRH's expense. Until the Town decides to shift to container pickup, DRH agrees that trash shall be placed on public roads in plastic bags for pickup.

Commented [20]: DRH - Please consider, this business model and expectation for inspections from the governing municipality is universal amongst the development community and is not solely related to DRH.

Commented [21R20]: Tom Terrell - The Town will delete this offer of speedy inspections in its next draft.

Commented [22]: DRH - Please consider, prior to annexation and zoning of Property, the Town agrees to provide to DRH a detailed plan for providing all development and construction inspections for the Property (see note below).

Commented [23R22]: Tom Terrell - The Town's plans ARE in writing and offered here. The Town will delete in its next draft.

Commented [24]: DRH - Please consider, for infrastructure and building inspections that Guilford County and/or Jamestown cannot provide in a timely manner, DRH requests permission to hire third party inspectors.

Commented [25R24]: Tom Terrell - As we clearly stated in our in-person meeting, this is DRH's opportunity to draft alternative language.

Commented [26]: DRH - Please provide Town's fee schedule to DRH.

Commented [27R26]: Tom Terrell - It is a published schedule.

Commented [28]: DRH - Please consider, the Town has not completed this study. Asking DRH to pay for unknown costs is not fiscally responsible of DRH. This request further increases development costs, thereby decreasing the affordability of the homes.

The existing significant infiltration and aging infrastructure problems reported in the preliminary study, once resolved by the Town, could reduce any capacity issues suggested to be attributed to private development.

Prior to annexation and zoning of the Property, the Town shall present to DRH a completed study and DRH will address any deficiency directly attributable to our project.

Commented [29]: DRH - Please consider, DRH shall require residents of our community to have container service through HOA documents. At such time that the Town upgrades their solid waste services to container pick up, DRH residents can switch to the Town's service.

Commented [30R29]: Tom Terrell - DRH must agree in writing that it waives town services.

2. Recycling. The Town has contracts with Green for Life for recycling pick up. The Town shall supply each resident a 67-gallon recycling container. Each resident shall pay the Town standard rates, which rates are expected to change over time, and the Town shall pay Green for Life. DRH acknowledges that the Town, in its sole discretion, may select a different contract provider or provide the service itself

3. Truck upgrades.

a. Tipppers. The Town acknowledges that DRH has requested the Town switch from bag pickup to container pickup. If the Town agrees to convert its operations from bag pickup to containers, which conversion shall be and remain a decision solely in the Town's discretion, DRH agrees to pay for the upgrades of adding "tipppers" to three existing trucks, which upgrades shall not exceed \$16,000 per truck.

b. Automated trucks. If it is determined that the existing truck fleet cannot be adequately converted or that it is a better decision for any reason determined by the Town in its sole discretion to purchase new automated trucks, then DRH shall pay for one new automated truck sufficient to meet the needs of the Project and the Town. Payment for the new truck shall not be due prior to the Town's issuance of the 101st certificate of occupancy

4. Walkable routes and open space. The Town shall provide at its expense trashcans consistent in color, design, and appearance to the cans used by the Town, along walkable routes and open space, including but not limited to sidewalks, trails, greenways, parks, near public benches, and any places designed for public gathering. All trashcans shall be placed in a manner to be accessible by the Town for Town pickup.

D. PUBLIC SAFETY

1. Service by Guilford County. DRH acknowledges that the Town does not provide public safety services through its own police force but through a contract and governmental agreement with the Guilford County Sheriff's Department.

2. DRH acceptance. DRH acknowledges that the Guilford County Sheriff's Department provides public safety services to the Town and has determined, based upon its own conversations and discussions with the Sheriff or his representative, that the services provided are acceptable to DRH.

E. FIRE

TBD

Commented [31]: DRH - Please consider, DRH did not make this request. DRH read Jamestown citizen complaints regarding this matter from council meeting minutes and agreed with the residents.

DRH asked the Town about their plan to resolve this concern and informed the Town of DRH's solution through HOA if the Town cannot resolve.

This request further increases development costs, thereby decreasing the affordability of the homes.

Commented [32R31]: Tom Terrell - To be discussed

Commented [33]: DRH - Please consider, there are no greenways proposed on this site.

Commented [34]: DRH - Please consider, the Town shall verify all services and response times for the Property to DRH to ensure adequate insurance ratings.

Commented [35R34]: Tom Terrell - The Town has been satisfied that service is adequate, but the Town is not the recipient of the service. The Town will change this provision to say that DRH has elected not to confirm adequacy of service.

**ARTICLE VI.
ARCHITECTURE AND DESIGN**

A. GUIDING PRINCIPALS

The Project's architecture and design shall be based upon the principles and concepts that emerged from a week-long Public Community Planning and Design Workshop and in-person and online surveys taken during that process, with reference to specific issues and features represented in the resulting Master Plan.

1. Overall Neighborhood Structure. Neighborhood structure describes the location and relative juxtaposition of neighborhood patterns as depicted in the Regulating/Master Plan, based on ¼ mile walking radius, including the street and block network, and the location and types of neighborhood amenities and civic features.

2. Internal Connectivity. Internal connectivity describes the ability to easily move about within the Subject Property on foot and by car and/or bicycle based on the level of connectivity within the internal network of walkable streets and pedestrian pathways.

- a. Neighborhood to Neighborhood
- b. Within Neighborhood (Intersection Spacing)

3. External Connectivity. External Connectivity describes the ability to move between the Subject Property and the larger Jamestown Community, based on the number of points of ingress/egress between the two, and the nature and location of those points, in terms of connecting between the internal and external street and pedestrian networks, and the ability of those interfaces to accommodate both pedestrian and vehicular movements safely and efficiently.

4. Block Size. Block size is a basic metric typically used to measure the relative ease of mobility within a given neighborhood, and within the community as a whole. In general, smaller block sizes produce a finer-grained street network, allowing for a greater range of travel options between two destinations, resulting in more convenient and efficient movement, and less overall congestion.

5. Street Design. Street design, as a general category, encompasses a broad array of factors which collectively define both the functional and aesthetic nature of that community asset. This may include how buildings relate to the street, and how comfortably and safely a pedestrian may travel along it. Specific factors discussed in the workshop included:

- a. Ratio of Front-Loaded to Rear/Size Loaded, Based on Lot Size and Location
- b. Relationship of building to street

6. Mix and Allocation of Unit Types, Overall, and within each Neighborhood. To reduce visual monotony, and to accommodate a broader range of lifestyle preferences and housing choice, a diverse mix of unit types and their allocation within each neighborhood was generally considered preferable to having only a small number of unit types, repetitively situated,

7. Location of Open Space/Civic Functions within each Neighborhood. The presence and location of open space and civic functions within each neighborhood, such as playgrounds and neighborhood parks, are considered desirable features for each neighborhood and the community.

8. Mix of Uses. Mixing uses – typically retail and residential – both vertically and by proximity, provides greater convenience and amenity for local residents, reduces congestion and the need for parking, and can also create an enhanced sense-of-place and community identity.

9. Relationship of Project to Larger Community Context. How the project integrates into the larger Jamestown community in terms of character and feel, its adjoining neighborhoods, and in addressing community needs and aspirations relating to both land-use and housing needs, should be as seamless and positive as possible.

10. Architectural Character and Styles. The architecture in the project should be of good quality, thoughtfully designed and detailed, and built of durable materials. In character and style, it should be consistent with, and reflective of, the architectural styles and building types currently found in the community, and the building traditions of the area.

B. WALLS

The following design standards shall apply to all sides of structures.

1. Materials

a. Foundations shall be finished in brick, stone (real and/or synthetic), or smooth stucco. Exposed CMU foundation walls may be parged, stuccoed, veneered with brick or stone, and/or covered with siding on furring strips to within 8” of finished grade subject to building code. Poured in place smooth finish concrete is permissible for slab-on-grade construction, subject to provisions of the Energy Code.

b. Building walls shall be finished in brick, stone (real or synthetic), smooth stucco, painted wood, composite clapboard, or lap siding, vinyl in traditional profiles and applications (i.e. lapped, board and batten, shingle, etc.), with heavier materials below the lighter.

Commented [36]: DRH - DRH appreciates Seth Harry & Associates' participation in the public meeting process.

DRH was present at all public meetings and incorporated many of the public comments into the current plan including:

- a. Adding rear loaded homes to the available housing products.
- b. Mixing housing types throughout the site.
- c. Incorporating large areas of open space.
- d. Designing a custom amenity center inspired by local history.
- e. Incorporating neighborhood scale commercial uses.

Please consider, in order to maintain the affordability of the homes, DRH shall construct the homes per NC Building Code and per the site plan shared with the Town. DRH shall follow these guiding principles so long as they are consistent with DRH proposed plan.

Commented [37R36]: Tom Terrell - The Town will not continue to debate DRH's initial agreement to provide higher quality product. If you have alternative standards, write them into the agreement, but a standard that is broadly described as "standard DRH" will result in staff recommendation of denial. Such a standard is also directly contrary to the written agreement between DRH and the Town.

c. Distinctive trims shall be incorporated and constructed of wood, polyurethane, or composite millwork. Windows and doors shall have a minimum of 4 inches wide straight or tapered flat trim. Window and door trim shall carry a simple molding and cap above.

d. Vinyl Siding shall meet the industry standard of Formed Vinyl Siding: Solid vinyl siding and accessories complying with ASTM D 3679, texture and color as selected, and as follows:

- i. Horizontal Pattern: Double 5-inch "Dutchlap" style, minimum .042-inch thickness.
- ii. Vertical Pattern: 8-inch Board & Batten, minimum .048-inch thickness.
- iii. Colors: manufacturer's range of standard colors.
- iv. The installation of polypropylene siding shall be determined based on the basic wind speed, building height, and exposure category for a given location, to be approved in advance by Town staff.
- v. For siding accessories, DRH shall provide starter strips, edge trim, window head flashing, corner cap, and other materials recommended by the manufacturer for building configuration and match type of siding.
- vi. Fasteners shall be non-corrosive aluminum siding nails, in sufficient length to penetrate a minimum of one inch into substrate. Prefinished fasteners shall be provided in colors that match the siding where face nailing is unavoidable. Center nails shall be placed in elongated nailing slots without binding siding to allow for thermal movement. Joints shall be overlapped to shed water away from direction of prevailing wind. Vinyl siding, soffit, and accessories shall be installed according to ASTM D 4756.
- vii. DRH shall comply with siding manufacturer's written installation instructions.
- viii. Vinyl siding that has buckled or warped at any time post-construction shall be replaced. Failure to replace buckled or warped siding is a breach of this Agreement for which the daily fines shall accrue as provided in the Zoning Ordinance for cumulative zoning violations.

2. Configurations and Techniques

a. Foundation types shall vary with no more than 30% of residential buildings allowed to be slab-on-grade. Upon appeal to the Town, this percentage may be administratively increased by up to 5%.

b. No more than three (3) materials should be used, and of any one material, no more than two (2) types of applications (i.e. lap siding/board and batten, lap siding/shingles, etc.) shall be allowed. If materials are carried around adjoining elevations, they should be similarly detailed as to the primary façade.

c. Walls should be parallel to the principal frontage.

d. Arches, piers, and posts shall be sized to visually support the weight above.

e. Porches and stoops may encroach within the defined setback, subject to minimum depth standards.

Commented [38]: DRH - Please consider, in order to maintain the affordability of the homes, DRH shall construct the homes per DRH's housing plans, manufacturer's instructions and NC Building Code.

Example: Dutch lap is more expensive and requires more maintenance than straight lap.

Commented [39R38]: Tom Terrell - Quality has a price. And DRH agreed to this one year ago. We have provided DRH the letter, and the general standard of higher quality was stated in several public meetings without contradiction by DRH. Note that the Town is interested in quality. If DRH has alternative standards, this is the opportunity to provide alternative standards, and DRH has elected not to do so twice.

Commented [40]: DRH - Please consider, this is a Town code enforcement or HOA issue. Attributing code enforcement and HOA issues in perpetuity to a breach of this development agreement is not feasible.

Commented [41R40]: Tom Terrell - The Town does not disallow vinyl siding. But the Town inspected subdivisions that DRH identified as good examples of its work, and brand new homes had buckled and warped siding. DRH can offer solutions to this problem, but the result must be an enforceable requirement that such obvious-to-the-eye poor quality construction will not be allowed.

Commented [42]: DRH - Please consider, Jamestown is a certified retirement community. DRH suggests Jamestown consider the accessibility and fixed income needs of this community.

Slab-on-grade provides better accessibility and affordability than crawlspaces and basements.

In order to maintain the affordability and accessibility of the homes, DRH shall construct the foundations with these considerations in mind.

Commented [43R42]: Tom Terrell - The Town has said in different ways on multiple occasions that higher quality must find an expression, and that expression must be in a signed development agreement. The predecessor developer was denied partially because he offered a project that was 100% slab-on-grade.

Commented [44]: DRH - Please consider, homes shall be constructed per DRH housing plans.

Commented [45R44]: Tom Terrell - As the Town has explained, these standards ARE based upon DRH housing plans and DRH projects.

f. Single family homes and end-of-unit townhomes that face a street on a corner lot shall have no less than two windows per floor, with window coverage totaling no less than 15% of the wall.

Commented [46]: DRH - Please consider, changing the design of DRH homes to add windows negatively impacts the interior layout of the homes and is also detrimental to the affordability of the homes by having to re-engineer all housing plans.

This request is not an example of DRH homebuilding.

Commented [47R46]: Tom Terrell - But it is an example of the minor increases in quality that DRH agreed to.

C. DOORS AND WINDOWS

1. Design. Doors and windows shall be designed to match the architectural style of a home. They may be in a variety of sizes and types to maintain an aesthetically pleasing appearance and boosting curb appeal. These design standards shall apply to all sides of the structure.

2. Stylistic Front Entrance. The Principal Entrance of every Principal structure shall be located along the Primary Façade. It should be readily identifiable as such and directly face a Street or Civic Open Space. Additional building entrances are permitted, however, a principal entrance meeting the criteria above is the minimum standard required.

Commented [48]: DRH - Please consider, homes shall be constructed per DRH housing plans.

Commented [49R48]: Tom Terrell - If you have alternate language, you've had two opportunities to provide it but failed or refused.

3. Materials

- a. Windows shall be rectangular, single, double, or triple hung, or operable casement windows.
- b. Entrances shall be well-defined stylistic front entrances, with paneled doors.
- c. Garage Doors shall be paneled and framed with decorative trim.

Commented [50]: DRH - Please consider, DRH requests oval and round windows be permitted.

Commented [51R50]: Tom Terrell - This is an accommodation that likely can be arranged. But DRH must suggest the language.

4. Configurations and Techniques

- a. Operable windows shall be of a vertical proportion (i.e., with a greater dimension in the vertical axis, than the horizontal. Decorative and transom windows may be oriented horizontally.
- b. No two elevations with identical window and door design are to be used on the same block. A block is defined as the area between intersecting streets.
- c. Multiple windows in the same rough opening should be separated by a minimum 3" post.
- d. Bay windows shall have a minimum of three sides and extend downward to the framing level of the floor inside.
- e. Shutters shall be located on both sides of operable windows and sized and placed to match the associated openings.
- f. The front of the garage for front-loaded garages shall not extend more than 3 feet from the front wall or, if adjacent to the porch, shall not extend more than 3 feet from the front porch.

Commented [52]: DRH - Please consider, home designs are crafted to maximize visual appeal. Arbitrarily changing the doors and windows reduces visual appeal. Operationally, this reduces the affordability of the homes.

This request is not an example of DRH homebuilding.

Commented [53R52]: Tom Terrell - DRH has done this elsewhere. Staff will not recommend an Agreement where all homes on one block look exactly the same.

Commented [54]: DRH - Please consider, not all DRH plans call for shutters. Arbitrarily adding shutters will reduce the visual appeal, unless the homeowner asks for them. And not all DRH plans have room for shutters and re-engineering housing plans will be detrimental to the affordability of the homes.

This also appears to be a request to have shutters all the way around the house. What is the purpose of having shutters on the rear of the house other than to increase the cost of the homes?

This request is not an example of DRH homebuilding.

Commented [55]: DRH - Please consider, in order to maintain the affordability of the homes, DRH shall construct the homes per DRH's housing plans, manufacturer's instructions and NC Building Code.

Commented [56R55]: Tom Terrell - See other responses

D. ROOFS

1. Materials

- a. Roofs shall be clad in ¾ inch, low-profile, standing seam painted metal, or architectural grade asphalt or fiberglass shingles.
- b. Gutters, downspouts, and projecting downspouts shall be made of painted galvanized metal or painted aluminum. Gutters shall be half round or Ogee style.
- c. Flashing shall be galvanized metal or aluminum.
- d. Overhangs at eaves shall be of sufficient depth to protect the exterior wall below and finished with a closed soffit and appropriate trim. On gable ends, rake boards shall either project or be trimmed and finished to be read independently of gable siding and detailed similarly to the eave condition.

2. Configurations and Techniques

- a. Principal roofs shall have a symmetrical gable or hip unless otherwise stylistically appropriate, with a slope between 5:12 and 12:12, or if flat, shall have a horizontal parapet wall no less than 24 inches in height.
- b. Ancillary roofs (attached to walls of the principal building) may be shed sloped no less than 2:12.
- c. Eaves shall be continuous with closed soffits.
- d. Dormers shall be placed a minimum of 3 feet from side building walls and shall have gable or shed roofs.

Commented [57]: DRH - Please consider, in order to maintain the affordability of the homes, DRH shall construct the homes per DRH's housing plans, manufacturer's instructions and NC Building Code.

E. SIGNAGE

1. Design and Compliance. Signage shall demonstrate compliance with the Jamestown Land Development ordinances (Article 17), except that the standards can be varied if a master signage plan is submitted for review and approval concurrent with the site-specific master development plan and it is reviewed by Town staff, recommended by the Planning Board and approved by Town Council to be suitable for the PUD and generally consistent with the intent and purpose of the sign standards of the LDO.

2. Address numbers. Numbers denoting addresses should be clearly marked and visible from the primary street frontage and not less than ___ inches in height.

F. LIGHTING

1. Safety and Convenience. Lighting shall be used on streets, homes, and other buildings to provide illumination of walkways to improve the visibility for pedestrians and motorists.

Commented [58]: DRH - Please review. Homes? Is this section supposed to be just for street lighting?

2. Materials

a. Street light fixtures shall be full cut-off style to prevent glare and light pollution. Exceptions may apply to street lighting operated by the Town to match or replicate existing lighting throughout the Town.

- b. Pedestrian street lighting shall be consistent with existing Jamestown fixtures and shall consist of the following designs: (i) Duke Energy Fixture – Deluxe Traditional, or (ii) Duke Energy – Pole Style A

3. Configurations and Techniques

- a. Lighting shall be consistent with the scale of the street and the level of evening activity, and pedestrian-scaled fixtures shall be used on all streets, except alleys.
- b. Lamp styles shall not be mixed along any block of a street.
- c. A combination of pedestrian-scaled street light fixtures and intersection street light fixtures may be required to ensure a well-lit street and to establish a unifying element along the street
- d. Street lighting shall be located behind sidewalks, on the side closest to the residence or building.
- e. Light poles may include armature to allow banners or other amenities, such as hanging flower baskets, or artwork to be hung by the Town.

G. LANDSCAPING

1. Materials

- a. DRH shall plant trees from a list provided by or approved by the Town. A mixture of trees shall be selected and submitted to the Technical Review Committee (TRC) for approval at the time of site-plan review to provide a variety of species that achieve varying heights and characteristics rather than a homogenous planting of a single species.
- b. Shrubs and foundational plantings may include species selected by DR Horton’s landscape architect, subject to a landscape plan approved in the discretion of the TRC that exhibits variety in species among residences. At a minimum, all units shall have a well-defined planting bed with a mixture of shrubs and foundational plantings.

2. Configurations and Techniques

- a. A minimum of one (1) canopy tree (Canopy Tree) shall be planted within the front setback of each detached single family residential property. Each Canopy Tree shall come from a list attached as Exhibit ___ and be perpetually maintained by the property owner. Canopy Trees may only be removed if severely damaged, diseased or dead. Both removal and replacement with a similar tree within the next appropriate season for planting shall be enforced by the HOA. The owner’s breach of this subsection and failure to enforce by the HOA shall result in fines under the Town’s LDO, which fines shall be cumulative. The HOA shall adopt rules

Commented [59]: DRH - Please consider, for the homes, the landscaping plan shall be per DRH housing plans.

Commented [60R59]: Tom Terrell - Standard DRH trees and landscaping are probably first among the items that the Town will require DRH to change to achieve a standard of quality that is different than a typical DRH subdivision. DRH is strongly advised to take this seriously.

for enforcement of this subsection in its covenants and restrictions, which provisions shall be subject to Town approval for consistency with this subsection.

- b. Landscaping berms of heights and designs approved by the TRC shall be used along Guilford College Road and Mackay Road. Heights and landscaping shall be sufficient to block or soften the view of the rear of homes.
- c. Frontage on Guilford College Road and Mackay Road shall maintain a 50' tree buffer of between residential uses and the major thoroughfares. Existing mature trees in this buffer shall be maintained.
- d. The Commercial Section shall include a variety of canopy and smaller trees as submitted in a landscaping plan approved by the TRC.
- e. Rear-loaded homes shall provide a minimum of one (1) understory tree within the front setback and one (1) canopy tree shall be required for every 100 linear feet of rear-loaded home street frontage.
- f. Townhomes must have a minimum of one (1) understory tree planted within the front setback for every 60 linear feet. All townhomes shall have a minimum of three (3) shrubs, planted 3' on center within the front setback of each property.
- g. Single family and townhome corner properties shall have a minimum of two Canopy Trees within the side setback, subject to the same provisions of paragraph G(1)(a).
- h. The portions of Guilford College Road located in the Gateway Scenic Corridor Overlay shall have a scenic easement equal to 10% of the lot depth but no more than 50 feet from the edge of the road right-of-way. The Planning Director may require an additional depth of up to 25 feet to preserve structures and/or vegetation deemed to be significant, as provided in LDO 8.5-3.

Commented [61]: DRH - Please consider removing Guilford College Rd. There are no berms proposed along Guilford College Rd.

Commented [62R61]: Tom Terrell - This is a minor requirement. As a practical matter, DRH is refusing to agree to EVERY standard of quality proposed by the Town, so the Town is placed in a position of just saying no to small items that can be reasonably discussed.

Commented [63]: DRH - DRH requests more information regarding this requirement please.

Commented [64]: DRH - Please consider removing Mackay Rd. Guilford College Rd will maintain a 50' buffer of trees and open space. Mackay Rd shall have a landscaped berm.

Commented [65]: DRH - Please consider removing.

Commented [66R65]: Tom Terrell - This is a UDO provision whether it is in the Agreement or not.

H. OPEN SPACE

1. Public Open Space Standards. All public open space standards, including location, design, and connection to public street rights-of-way and other dedicated open spaces shall be illustrated on the Master Plan. All open space not publicly dedicated to the Town shall be owned and maintained by the HOA.

2. Type and Location

- a. Open space includes parks, greens, squares, plazas, pathways, playgrounds, pocket parks, and playing fields.
- b. The Master Plan shall include Neighborhood Sections (“pedestrian sheds”) which shall be measured by a quarter mile radius. Each Neighborhood Section shall include prominent and centrally located open spaces.
- c. A minimum of 5% open space shall be required for each quarter mile pedestrian shed.

Commented [67]: DRH - Please consider, open space shall be per DRH’s proposed site plan.

Commented [68R67]: Tom Terrell - Open space was a major item expressed in the charettes.

3. Delineated Forms

- a. Park. A park is a natural preserve available for unstructured recreation. It may be independent of surrounding building frontages, with a landscape consisting of paths and trails, meadows, water bodies, or woodlands, all naturally arranged. Parks may vary in size from small pocket parks to multi-acre tracts.
- b. Greens. A green is an open space available for unrestricted recreation and civic purposes, spatially defined by building frontages. Its landscape shall consist of formally arranged paths, lawns, and trees. Greens should be a minimum of one-half acre in size, and not larger than eight acres.
- c. Squares. Squares are open space available for unrestricted recreation and civic purposes and are spatially defined by building frontages. Its landscape shall consist of formally arranged paths, lawns, and trees. Squares are located at the intersection of important thoroughfares, a minimum of one-half acre in size and not larger than five acres.
- d. Playgrounds. Playgrounds are open spaces designed and equipped for the recreation of children. Playgrounds shall be fenced and may include an open shelter. Playgrounds should be interspersed in residential areas and may be placed within a block. They can also be included within Parks and Greens. They have no minimum or maximum size.
- e. Public Trails. Public trails are designed walkways and paths for passive recreation, provided where feasible, throughout the property.

Commented [69]: DRH - Please consider, there are no civic greens proposed for this site.

Commented [70R69]: Tom Terrell - Be specific as to what can be offered. “Nothing” is not acceptable.

Commented [71]: DRH - Please consider, there are no civic squares proposed for this site.

Commented [72R71]: Tom Terrell - Be specific as to what can be offered. “Nothing” is not acceptable.

I. MASTER PLAN

1. Definition. The Project shall include a Master Plan, the principal exhibit for assigning regulatory standards within the overall Property. The Master Plan may be Neighborhood Condition-based (Neighborhood Center, General, or Edge condition), or Unit Type-based, in DRH’s election, but it should reflect that neighborhood-based structure discussed and approved during the community planning process.

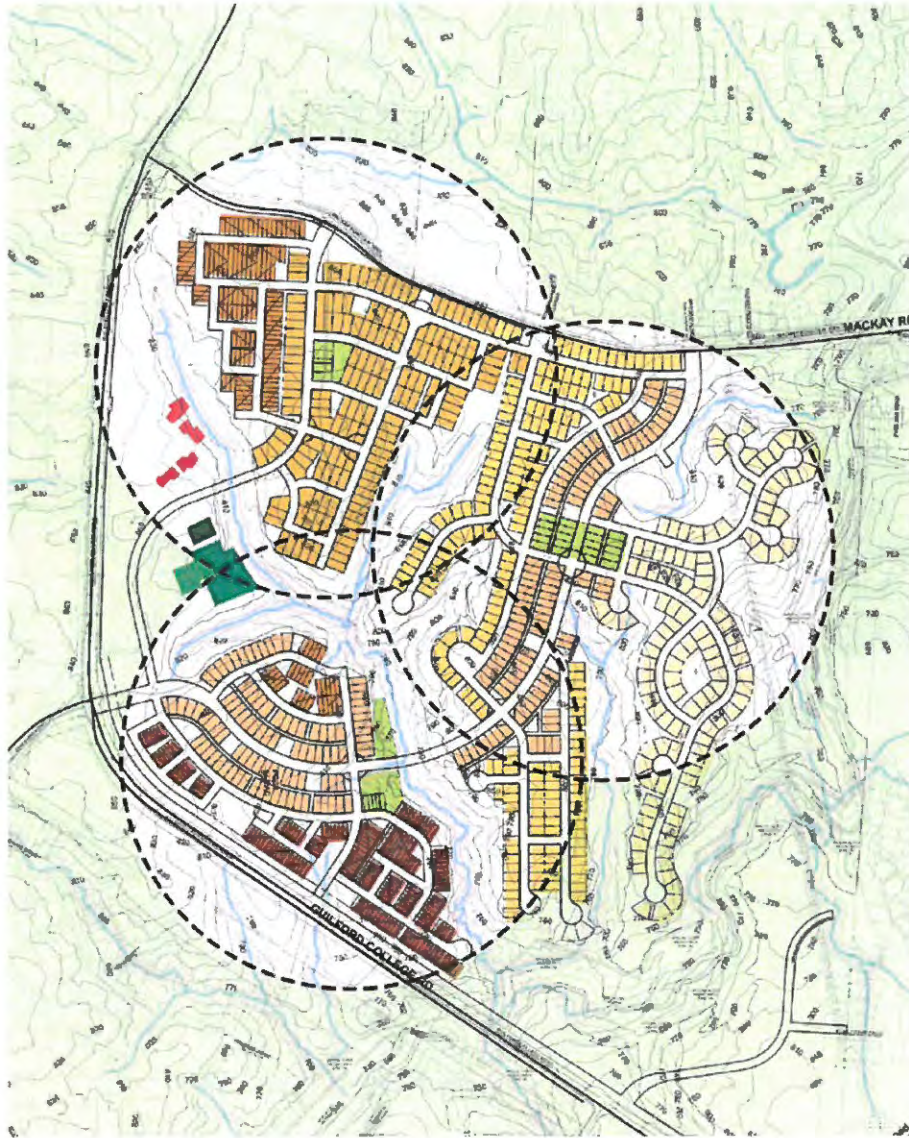
2. **Neighborhood Framework.** The Master Plan shall include a Neighborhood Framework based on an average 5-minute walk or one-quarter mile radius, indicated by a circle on the Plan locating the proposed center of each neighborhood as illustrated on Exhibit ____. Collectively, the entire site shall fall as closely as possible within that framework.

3. **Sub-Components.** Each Neighborhood's sub-components may be further defined by DRH in terms of building or unit types, uses, and relative intensity, based on the particular neighborhood's location within the overall project site, or through form-based code standards. If form-based code is used, the range of sub-components shall be roughly analogous to T-3 and T-4 Transect Zones, as described in the SmartCode and illustrated in Exhibit ____.





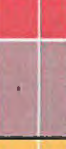



Commented [73]: DRH - Please consider, in order to maintain the affordability of the homes, the Master Plan for this site shall be per DRH's proposed site plan.



Master Plan



Building Requirements

		23' DOWNSIDE	26' TOP/HOME	REAR LOADED	DRIVE	HORTON	FREEDOM	CTHC	COMMERCIAL	SPECS	
LOT	MINIMUM LOT SIZE	22' x 90'	26' x 100'	42' x 105'	52' x 93'	62' x 100'	50' x 117'	100' x 200'	50' x 200'	-	
	MINIMUM SETBACKS	FRONT	22'	10'	20'	20'	20'	20'	15'	25'	-
		SIDE	5' (0' if attached)	5'	5'	5'	5'	5'	5'	5'	-
		REAR	20'	20'	20'	20'	20'	20'	15'	10'	-
		CORNER	15'	15'	15'	15'	15'	15'	10'	15'	-
	FRONT EXAMPLE									*Values are not to scale	
BUILDING CONFIGURATION	MAXIMUM HEIGHT	25'	25'	25'	25'	25'	25'	30'	30'	Balconies, stoops, eaves, open porches, bay windows, and mansard roofs are prohibited to encroach into the front setback area up to 8'.	
	FRONTAGE	PORCH	P	P	P	P	P	P	P	P	
		STOMP	P	P	P	P	P	P	P	P	
		ARC DE	-	-	-	-	-	-	-	-	P
		STORE FRONT	-	-	-	-	-	-	-	-	P
MINIMUM PARKING	2.0 dwelling	1.0 dwelling	2.0 dwelling	2.0 dwelling	2.0 dwelling	2.0 dwelling	2.0 dwelling	Per LDC 12.11	Per LDC 12.11	Minimum parking is in addition to guest parking standards as outlined in the Development Agreement.	

P: Permitted

Commented [74]: DRH - Please consider, the front setbacks for the townhomes shall be 20'.

Increasing the front setback decreases the number of units achievable on this site, thereby increasing the costs of available homes and reducing affordability.

Commented [75R74]: Tom Terrell - This can be discussed.

**ARTICLE VII.
TRANSPORTATION IMPROVEMENTS**

A. TRAFFIC IMPACT ANALYSIS

1. Service. DRH shall hire a North Carolina licensed transportation engineer to perform a traffic impact analysis ("TIA") for the Project.
2. Scope. DRH and the engineer shall meet with the Town and NCDOT to determine the proper scope and parameters of the TIA.
3. Transportation improvements. Improvements and mitigation measures suggested or required by the TIA shall be mandatory. Improvements and mitigation measures not required by the TIA shall not be required.

B. STREETS AND SIDEWALKS

1. Town Standards.
 - a. General Standards. All streets and sidewalks shall be built to Jamestown Standard as required by the Technical Standards Manual (Standards Manual"). Deviations from the Standards Manual may be allowed in the Town's sole discretion, which decision shall be final and not subject to appeal to the Town's Board of Adjustment or other Board.
 - b. Construction Materials. DRH has presented the Town with a sketch plan showing streets that may be categorized as a thoroughfare that connects to Guilford College Road, neighborhood streets, and alleyways. Materials and construction standards for each shall be:
 - (i) Thoroughfare – a minimum of 8 inches of aggregate base course ("ABC"), with 2.5 inches of intermediate coarse asphalt and 1.5 inches of surface coarse asphalt.
 - (ii) Neighborhood streets and alleyways – a minimum of 8 inches of ABC, with 2 inches of intermediate coarse asphalt and 1.5 inches of surface coarse asphalt.
 - c. Dimensions and Rights-of-Way.
 - (i) The thoroughfare shall have a 55-foot right-of-way with a 30-foot valley-to-valley width and a 2.5-foot planting strip.
 - (ii) Neighborhood streets shall have 50-foot rights-of-way with a 26-foot valley-to-valley width and 2.5-foot planting strip.

Commented [76]: DRH - Please consider, this is achievable in a 50' right of way.

Increasing the right of way decreases the number of units achievable on this site, thereby increasing the costs of available homes and reducing affordability.

2. Alleyways. Alleyways will not be publicly dedicated and shall be privately maintained.
3. Roundabouts. The Town and DRH shall consult in good faith about standards for roundabouts, which are not covered in the Standards Manual.
4. Curb and Gutter on Mackay Road. DRH shall provide curb and gutter on Mackay where the Projects abuts Mackay Road.
5. Sidewalks. Sidewalks internal to the Project shall not be less than five feet in width and placed on both sides of all streets.
6. Town maintenance. Streets and sidewalks that meet the Town's standards shall be publicly dedicated for Town maintenance.
7. Street signs. Street signs shall meet the Town's Signpost Specifications.
8. Bicycle racks. All commercial areas, trail heads, and public gathering places shall have bicycle racks in number and exact location as approved by the Town.

Commented [77]: DRH - Please consider, this request does not complete an existing curb and gutter network, it only adds costs to the DRH community for improvements on public roads surrounding DRH's site that are primarily used by the general public, both before and after DRH's project is complete.

These improvements have no reasonable relationship to DRH's development and further decrease the affordability of the homes by increasing development costs.

Commented [78]: DRH - Please consider, DRH shall construct sidewalk along both sides of the collector road internal to the site. For local roads internal to the site, sidewalk shall be constructed on one side of the street to maintain the affordability of the homes.

Commented [79R78]: Tom Terrell - The Town will require sidewalks on both sides.

C. GREENWAYS AND TRAILS

1. Open Space Plan. DRH shall develop for Town approval an Open Space and Trails Plan ("Open Space Plan") with accompanying maps and site plans. The Open Space Plan shall show the locations, dimensions, lengths, wayfinding markers, structures, and materials for all greenways, trails, and parks (excluding sidewalks and streets). A minimum of ___ miles of greenways and trails shall be constructed.
2. Dimensional Standards. Greenways shall be minimum 10-feet in width and trails shall be a minimum 4-feet in width.
3. Materials. Greenways shall be constructed with bituminous pavement and meet the standards of the N.C. Mountain-to-Sea Trail manual. Trails shall be comprised of natural mineral soil surface or crushed gravel fines.
4. Markers. Greenways and trails shall have reasonable and appropriate wayfinding signs and markers.

Commented [80]: DRH - Please consider, there are no greenways proposed for this site.

Commented [81R80]: Tom Terrell - This is DRH's opportunity to state what will be constructed and what the standards are.

Commented [82]: DRH - DRH needs additional information regarding public parking requirement please. Is this a separate public lot?

Commented [83R82]: Tom Terrell - See LDO Chapter 12

Commented [84]: DRH - Please consider, 2 private parking spaces per dwelling lot, including garage and driveway area.

Commented [85R84]: Tom Terrell - To be considered.

D. PARKING

DRH shall provide parking equal to at least 3 public spaces per 10 units and 2 spaces per dwelling.

**ARTICLE VIII.
ENGINEERING AND STORMWATER**

This section will include additional provisions on engineering standards and bonding. To cover grading permits, stormwater and erosion control, etc.

Commented [86]: DRH - DRH needs more information regarding this request. Please provide.

Commented [87R86]: Tom Terrell - To be completed when it appears that DRH will take a development agreement for this 466 acres seriously.

**ARTICLE IX.
DEDICATION TO TOWN**

A. PARK

1. Park Dedication. Prior to issuance of development permits, DHR shall subdivide and dedicate to the Town approximately ___ acres in fee simple for a public park ("Park Tract").
2. Location. The Park Tract is located at the southern quadrant of the intersection of Guilford Road and Guilford College Road and to the north of tax parcels, 159959, 159960, 159961, 159962, 159963, and 159964.
3. No obligation to develop. Dedication of the Park Tract creates no obligation by the Town to develop the Park Tract.

Commented [88]: DRH - Please consider, if the Town is interested in acquiring property from DRH, they may make the request for a location and DRH will evaluate the request.

If the property is feasible for sell, DRH will sell the property to the Town at market rate.

B. GREENWAYS AND TRAILS

1. Easement. Attached to this Agreement as Exhibit ___ is an easement ("Greenway Easement") from DRH to the Town for public use of all greenways and trails within the Project. The Greenway Easement shall be separately recorded simultaneously with the recordation of this Agreement. The Greenway Easement shall be no less than 20 feet in width.
2. Ownership and maintenance. All greenways and trails shall be dedicated to a property owners' association for permanent maintenance. This Agreement constitutes a binding obligation for dedication. Failure to maintain the greenways and trails shall be enforceable as a violation of the Town's UDO as well as a material breach of this Agreement.
3. Pervious area calculations. All pervious or non-built upon area within greenways and trails shall remain useable by DRH for its impervious surface calculations.

Commented [89R88]: Tom Terrell - This is a negotiated agreement where the Town staff has offered to support this project at full density if DRH works with the Town in achieving a higher quality project. This park was pointedly discussed at the April 12 meeting between staff and DRH. Please consult notes.

Commented [90]: DRH - Please consider, there are no greenways proposed for this site.

Commented [91]: DRH - Please consider, DRH and the Town may discuss where trails are recommended, but showing an easement for the trails is not feasible at this time.

Commented [92R91]: Tom Terrell - This is your opportunity to propose language that explains what you will grant and when.

Commented [93]: DRH - Please consider, there are no greenways proposed for this site.

C. CONSERVATION AREAS

Areas listed as Conservation Areas shall not be publicly dedicated but shall be transferred at appropriate times to a POA.

Commented [94]: DRH - Please consider, there are no greenways proposed for this site.

Any areas dedicated for public use shall be maintained by the Town. Increasing HOA fees to pay for public space decreases the affordability of the homes.

Commented [95R94]: Tom Terrell - The Town reads this comment as a statement that DRH intends to offer the trails but not to maintain them.

**ARTICLE X.
COMMERCIAL AREA**

A. LOCATION

DRH has proposed a commercial area (the "Commercial Area") along Guilford Road near the intersection of Mackay Road as shown on a site plan attached to this Agreement as Exhibit ___.

B. SIZE

The Commercial Area shall not exceed ___ acres in gross acreage, and the square footage of leasable space shall not exceed 32,000 square feet.

Commented [96]: DRH - Please consider, in accordance with the proposed plan.

C. BUILDINGS

The Commercial Area shall consist of three multi-tenant buildings placed along and facing the entrance road to the Commercial Area.

Commented [97R96]: Tom Terrell - If these numbers are not acceptable, then offer an alternative. Reference to a general plan is insufficient.

Commented [98]: DRH - Please consider, the commercial area shall be designed to be consistent with DRH's other architectural installations.

Commented [99R98]: Tom Terrell - You have had two opportunities to offer such language.

**ARTICLE XI.
LAWS GOVERNING DEVELOPMENT OF THE PROJECT**

1. Ordinance of adoption. This Agreement is entered into by ordinance, making this Agreement legally binding and enforceable by its terms and by powers vested in the Town by statute.

2. Land Development Ordinance, Town Policies, and Other Laws. The Town's current LDO and all Town standards and policies are listed by title and date of adoption on Exhibit ___ attached. Other Laws applicable to the Project include the adopted PUD zoning, which is attached to this Agreement as Exhibit ___, the Concept Plan attached to this Agreement, and this Agreement (collectively "Laws"). DRH's covenants and restrictions and other rules adopted to govern the Project and its POA are not considered Laws and may be modified and amended in the sole discretion of DRH, provided that no such covenants, rules, or restrictions shall not be inconsistent with this Agreement.

3. Permits. Permits issued by the State of North Carolina or the United States exist as to term and validity pursuant to the terms of the permit and underlying general statutes and federal codes. Permits referenced in this paragraph do not establish vested rights except as to common law application.

4. Vested rights. Except for the Town's Fee Schedule, which changes from time to time in the discretion of the Town, DRH is vested for the duration of this Agreement under the laws and policies existing at the time of the Agreement, specifically included the laws and policies referenced in paragraph 2 above ("Existing Laws"). Except as expressly provided in N.C. Gen. Stat. §§ 160D-108(c) or 160D-108.1(f), no changes, amendments, alterations, expansions, enhancements, or application of Existing Laws shall apply to the Project without the written

consent of DRH. As provided in N.C. Gen. Stat. § 160D-1007(c), in the event State or federal law is changed after a development agreement has been entered into and the change prevents or precludes compliance with one or more provisions of the development agreement, the parties may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the Agreement. To the extent that a change in State or federal law has a fundamental effect on the Agreement to the detriment of DRH and amendment of this Agreement is not prohibited by law, the Town agrees that its consent to amendment shall not be unreasonably or capriciously withheld.

5. Existing Laws retained. The Existing Laws shall be kept in a permanent file in the Jamestown Town Hall clearly marked "PERMANENT TOWN RECORDS – DO NOT DISCARD OR AMEND. These documents permanently govern the development of Johnson Farm Property." If DRH has named the Project at the time this Agreement is executed, the Existing Laws may be stored under the Project name.

Commented [100]: DRH - Please change to D.R. Horton

Commented [101R100]: Tom Terrell - If DRH decides to continue with this project, this name will be changed.

6. Interpretation. All Laws shall be interpreted as though the Parties intended consistent interpretation and application and shall be read for consistent interpretation and application. Where there is a discrepancy in interpretation or application, the LDO that existed on the date of this Agreement's adoption shall be considered primary, and this Agreement shall be considered secondary. If a provision in the LDO is ambiguous, then this Agreement shall be considered first as the Town's official interpretation and secondarily as an expression of the Town's intent.

ARTICLE XII.

ARTICLE 160D-1001 et. seq. CERTIFICATIONS

A. STATUTORY CERTIFICATIONS

This Agreement is governed and authorized by N.C. Gen. Stat. § 160D-1006, which requires the following information to be included:

1. Description. A description of the property subject to the agreement and the names of its legal and equitable property owners is found in Article ___ and Exhibit ___.
2. The duration of the agreement. The duration of this Agreement shall be forty (40) years from the date of recordation.
3. Permitted uses, densities, placement on the site, and design. Uses and densities shall be as listed in Article IV. Placement on the site shall be as illustrated in the Concept Plan attached as Exhibit ___. Design shall be as described under Article VI (Architecture and Design).
4. Public facilities, responsibility for construction, dates and schedules of delivery. All provisions in the Agreement related to public facilities, who shall develop and provide the services, the sequences of delivery and who is responsible are described in Article V

Commented [102]: DRH - Please consider, DRH believes the maximum duration should be 20 years. Please confirm.

Commented [103R102]: Tom Terrell - Read NCGS Chapter 160D-1004

(Public Services). To the extent that the Town has incurred obligations for public services as described in this Agreement, such obligations shall be tied to successful performance by the DRH in its development of the Project and meeting its own obligations as described in Article V of this Agreement.

5. Land reserved or dedicated for public purposes and provisions for the protection of environmentally sensitive property. Public dedications are described in Article IX (Dedication to Town). There are no provisions for the protection of environmentally sensitive property other than those required by State and federal law.

6. Other protections for health, safety, and welfare. Public safety is further protected by several provisions contained within Article V (Public Services), and public welfare is further protected by provisions in all Articles.

7. Descriptions of provisions for preservation and restoration of historic structures. DRH shall work with the Guilford County Preservation Commission and the Historic Jamestown Society to restore or preserve aspects from on-site historic structures, including the Futrell-Mackay-Armstrong house, and incorporate them into community amenities.

ARTICLE XIII. MISCELLANEOUS

1. Amendment. This Agreement may be amended by the mutual consent of the parties or their successors in interest. A major modification of the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. The Town manager or his or her designee shall have the authority to approve minor, administrative amendments to this Agreement and the Concept Plan.

2. Recordation. Within fourteen (14) days after the Town enters into this Agreement, DRH shall record this Agreement in the Office of the Guilford County Register of Deeds.

3. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

4. Periodic Review. This Agreement shall be reviewed on a regular and routine basis during the development of the Project, including, but not limited to, the submittal of any site plans or other development plans for public services. Upon buildout, the Agreement shall be reviewed by the Town as reasonably necessary, but not less than once per year.

5. Default.

6. Notices.

To the Town:

Mr. Matthew Johnson, Town Manager
301 E. Main Street
Jamestown, N.C. 27282
mjohnson@jamestown-nc.gov

With a copies to:
Elizabeth M. Koonce
Roberson Hayworth & Reece PLLC
300 N. Main Street
High Point, NC 27260
bkoonce@rhrlaw.com

Thomas E. Terrell, Jr.
Fox Rothschild LLP
230 N. Elm St. Suite 230
Greensboro, NC 27401
tterrell@foxrothschild.com

To D.R. Horton

7. Entire Agreement. This Agreement and the Laws described in Article XI set forth and incorporate by reference all promises, terms, conditions and understandings between the Town and DRH related to the Property and the Project, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties related to the matters addressed in this Agreement.

Commented [104]: DRH - Please note, assuming DRH and the Town reach an agreement regarding above items, DRH reserves the right to have our legal consultant review this document further and may provide additional guidance on language.

8. Construction. Counsel for the Town and DRH have reviewed and revised this Agreement and any rule of construction that ambiguities are to be resolved against the drafting party shall not apply.

Commented [105R104]: Tom Terrell - The Town has requested that DRH's legal counsel handle.

9. Assignment. After notice to the Town, DRH may assign its rights and responsibilities under this Agreement to subsequent landowners of all or any portion of the Project, provided that no assignment as to a portion of the Project will relieve DRH of responsibility with respect to the remaining portion of the Project owned by DRH without the written consent of the Town. If DRH sells the Project in its entirety and assigns its rights and responsibilities to a subsequent landowner, then DRH shall be relieved of all of its covenants, commitments and obligations hereunder at the time all such covenants, commitments, and obligations pass to DRH's successor.

10. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the Laws described in Article XI.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

12. Agreement to Cooperate. In the event of legal action instituted by a third party challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

13. Agreements to Run with the Land. This Agreement shall be recorded in the Office of the Guilford County Register of Deeds. The agreements contained herein shall be deemed to be binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property unless otherwise provided herein.

14. Hold Harmless. DRH agrees to and shall hold the Town, its officers, agents, employees, consultants, special counsel and representatives, harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of DRH or their contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project. DRH agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of DRH's actions or omissions in connection with the Project. This hold harmless Agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph. The Town may make all reasonable decisions with respect to its representation in any legal proceeding.

Notwithstanding the foregoing, DRH's obligation to indemnify and hold the Town harmless shall not extend to any claims, losses or damages that arise from the acts or omissions of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives as well as any claims, losses or damages arising from the gross negligence or willful misconduct of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives.

15. Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

16. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The Town has pre-audited this Agreement and the obligations hereunder to ensure compliance with budgetary accounting requirements (if any) that may apply. This Agreement is conditioned upon, and shall not be operative until, any required pre-audited certification is supplied.

17. Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the person signing this Agreement has the authority to bind DRH or the Town.

18. Validity. DRH has fully participated in the negotiation and execution of this Agreement and affirms that the provisions and conditions herein pertaining to its financial and other obligations comport with all requirements of the UDO and the laws of the State of North Carolina, the laws of the United States, and common law.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT "A"

Property – Legal Description

EXHIBIT "B"

Approved Concept Plan

EXHIBIT "C"

131848915.1

[134577895.1](#)

131848915.1

[134577895.1](#)

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Presentation of Proposed Budget & CIP for FY2022-23

AGENDA ITEM #: VII. A.4.

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 20 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

The proposed budget for 2022-23 is presented, along with the proposed capital improvement program(CIP).

The budget message, the budget ordinance, the budget summary by fund, the CIP, as well as proposed changes to rates have all been posted on the Town website. A hard copy of the proposed budget may also be viewed at Town Hall.

This year Guilford County did a reappraisal (revaluation) of real property; the new valuation is approximately \$631,307,500 (an approximate increase of 24% over prior year valuation. The valuation number can change due to appeals of assessments (although these will not be resolved before the budget is passed). We have calculated a revenue-neutral tax rate, which is intended to show the tax rate that would keep the Town's revenue the same, given the new tax base. This rate is calculated as \$.4687/\$100 value, and is lower than the current tax rate of \$.485/\$100 value. The difference in revenue that would be generated between the current tax rate and the revenue-neutral rate is approximately \$102,700. The budget, as presented, calls for the current tax rate of \$.485/\$100 value to remain in effect.

The budget is approved at the departmental level by Town Council.

ATTACHMENTS: Resolution adopting CIP 2022/2023 to 2026/2027

RECOMMENDATION/ACTION NEEDED: Approve FY22-23 Proposed Budget and CIP as presented.

BUDGETARY IMPACT:

SUGGESTED MOTION: Approve the FY22-23 Budget, Resolution adopting the CIP, and rate schedule as presented.

FOLLOW UP ACTION NEEDED:



Settled 1752
JAMESTOWN
NORTH CAROLINA

**A RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PROGRAM FOR THE TOWN OF
JAMESTOWN FOR FISCAL YEARS 2022/2023 TO 2026/2027**

WHEREAS, capital planning and budgeting is central to delivery of essential services, economic development, transportation, communication, and management of quality of life; and

WHEREAS, much of what is accomplished by a local government depends on a sound long-term investment in facilities, infrastructure, and equipment; and

WHEREAS, some capital projects and items require the issuance of the debt that results in annual operating debt service repayment, as well as additional annual operating costs; and

WHEREAS, these costs should be considered when determining which capital projects and items the Town of Jamestown will pursue;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jamestown that the Capital Improvement Program for the fiscal years 2022/2023 to 2026/2027 is hereby adopted;

BE IT FURTHER RESOLVED, that adoption of this Capital Improvement Program does not constitute approval of the projects listed therein. Each project will be evaluated individually and approval or disapproval given based on the merits of the project. The Town Council directs Town staff to use the adopted document as a guide for proceeding with the implementation of projects detail in fiscal years 2022/2023.

Adopted this the 23rd day of June, 2022.

S. Lynn Montgomery, Mayor

ATTEST:

Katie M. Weiner, Assistant Town Manager/Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Consideration of the adoption of the Town's Updated Strategic Plan **AGENDA ITEM #:** VII-B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Manager

SUMMARY:

The Town of Jamestown Strategic Plan is designed to be a multiyear representation of the Town's mission. It aims to serve as a roadmap for staff and Town Council over the next three to five years. This plan—an outgrowth of Council and staff input from earlier this year as well as several pre-existing documents—further defines the Town's strategic priorities.

The Town Council and staff met on June 6, 2022, to discuss and review the current Strategic Plan. The plan in this packet reflects the input received from the Council. Staff respectfully requests adoption of the Council's Strategic Plan for 2022.

ATTACHMENTS: Town of Jamestown Strategic Plan

RECOMMENDATION/ACTION NEEDED: Approve the updated Town of Jamestown Strategic Plan

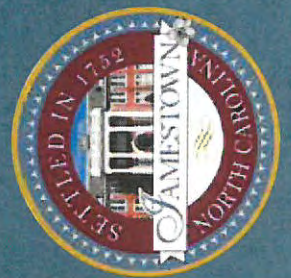
BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to approve the updated Town of Jamestown Strategic Plan.

FOLLOW UP ACTION NEEDED: None

Town of Jamestown Strategic Plan Outcomes and Goals

Adopted: June 15, 2021
Last Update: June 2022





Introduction to the Town's Strategic Plan

The Town of Jamestown Strategic Plan is designed to be a multiyear representation of the Town's mission. It aims to serve as a roadmap for staff and Town Council over the next three to five years.

This plan—an outgrowth of Council and staff input from earlier this year as well as several pre-existing documents—further defines the Town's strategic priorities.

The structure better links Council and staff plans and employs a format that should be more useable for elected officials, staff, partners and citizens.

The plan includes these components:

- Outcome statements that are the foundation of the Town's mission statement;
- Short and long-range goals that further define and support the outcomes;
- Multiyear (three- to five-year) goals that will be executed to achieve the outcomes; and
- Annual tasks captured in a separate working document and a reporting structure that will be updated regularly to track progress.

Outcomes and Goals Snapshot

The outcomes and goals snapshot represents a graphical method for displaying specific desired outcomes and the goals necessary to bring these to fruition.

Goals are grouped under the five focus areas listed above. Each individual outcome represents an initiative that has been reviewed by staff and the Council together during the annual retreat process to ensure that citizen needs are being met in an effective and efficient manner.

This document will be reviewed semi-annually and the Town Manager will communicate progress on each of the goals with the Council as needed.

The Town Council will review this document annually to ensure that goals are still relevant. The document will be updated and adopted as a part of the annual budget process in June.



Mission

Creating an exceptional quality of life for all citizens by providing superior services.

Vision

Jamestown will be a thriving community with strong roots in our history. One dedicated to a high quality of life for residents of all ages, including: recreation, education, and supporting businesses. A community of clean, beautiful, and safe surroundings and welcoming neighborhoods where everyone can feel at home.

Values

Primary:

Compassion/Fairness - We show compassion to everyone, our citizens, our staff, and our visitors. When we make decisions as a Town we are thoughtful and understanding of how those decisions will affect our citizens. We ensure that everyone gets equal consideration.

Accountability - We hold ourselves accountable and remember that we are always accountable to the citizens of Jamestown. We take ownership of the actions and decisions made by the Town and the results of those decisions.

Servant Leadership - We believe that we are leaders who have been placed here to serve our citizens and engage them while also putting their needs first.

Ability to Work Together - We will find a way to work together. Diverse backgrounds and experiences will not preclude us from finding a way to hear all voices and incorporating them into our work.

Secondary:

Listening - We actively listen to the needs and desires of our Town and reflect on what we've heard before.

Open-Mindedness - We keep our minds open so that we are able to respond effectively to the changing needs of Jamestown.

Making a Positive Impact - We strive to set goals that will have a positive impact on the lives of the people of Jamestown and allow for our values to guide us in meeting or exceeding those goals.

Respect - We will always remain respectful in our interactions with one another, Town staff, and especially the citizens of Jamestown.



The Town's Strategic Plan is organized around five focus areas, which make up its mission:

Staff Excellence

Recruit and retain a team of excellent employees.



Outreach and Involvement

Provide outlets for citizen outreach and engagement.



Infrastructure and Facilities

Ensure logical investment in infrastructure and facilities to meet future needs.



Planning and Development

Grow and maintain a robust diversified economy.



Public Safety

Procure partnerships to ensure effective services that match community needs.





OUTCOMES & GOALS SNAPSHOT FY 22-2

Adopted by Town Council on June 15, 2021

Last Update: June 2022

	Complete or Nearing Completion
	Significant Progress
	Moderate progress
	Pending, Deferred
	Limited progress, currently unscheduled
★	Priority Goal

Focus Area: Staff Excellence			
Outcome 1: To attract, develop, and retain town staff in order to support services and meet community needs.		Jan. 2022	June 2022
★	Goal 1: Prepare operations continuity plan for key positions		
★	Goal 2: Implement strategies to recruit employees from diverse populations		
	Goal 3: Perform pay classification study to remain competitive in the marketplace		
	Goal 4: Update appropriate policies to include ongoing goals		
Outcome 2: To improve the administration of Town government.		Jan. 2022	June 2022
	Goal 1: Procure software for asset management (vehicle/technology maintenance/replacement)		
	Goal 2: Promote excellence in customer service		
	Goal 3: Achieve minimum staffing levels for all departments		
★	Goal 4: Update facility use policy and forms for Town facilities (Clubhouse, Civic Center, etc.)		
Focus Area: Outreach and Involvement			
Outcome 3: Develop and implement strategies to promote Jamestown		Jan. 2022	June 2022
★	Goal 1: Further develop Music in the Park and other Town-sponsored events		
	Goal 2: Develop branding and marketing strategies for Jamestown		
	Goal 3: Seek marketing opportunities to promote Jamestown		
★	Goal 4: Schedule Work Session to discuss the Town's role in marketing opportunities		
Outcome 4: Conduct community engagement through multiple strategies to increase resident involvement in Town matters		Jan. 2022	June 2022
	Goal 1: Fully utilize Town social media accounts		
	Goal 2: Establish a process for advertising openings & selecting residents for Town boards and committees		
★	Goal 3: Develop and implement a Citizen Academy		
Focus Area: Infrastructure and Facilities			

Outcome 5: Make plans to improve current infrastructure, facilities, and services		Jan. 2022	June 2022
	Goal 1: Update street pavement condition study		
	Goal 2: Prepare strategic growth plan for Jamestown and surrounding ETJ areas		
★	Goal 3: Prepare a plan to implement government mandated stormwater regulations		
	Goal 4: Evaluate effectiveness of current solid waste collection & recycling services		
	Goal 5: Prepare plans for effective utilization of space at Town Hall & Civic Center		
	Goal 6: Complete plans for the construction of a new Recreation Maintenance Facility		
	Goal 7: Prepare Golf Course Strategic Plan		
	Goal 8: Coordinate joint staff meeting with City of GSO, City of HP and PTRWA to discuss water/sewer cost & capacities		
	Goal 9: Repair/replace golf course irrigation system		
★	Goal 10: Prepare plans for updating/installing restroom and shelters for golf and recreation facilities		
	Goal 11: Maintain effective communications with NCDOT and HPMPO		
	Goal 12: Seek funding through the American Rescue Plan		
	Goal 13: Update Solid Waste Collection Policy		
	Goal 14: Work with PSFD to create a plan for Fire Station Improvements		
	Goal 15: Increase internet capabilities at all Town Facilities		
	Goal 16: Seek additional revenue sources for street resurfacing		

Focus Area: Public Safety

Outcome 6: Continue to develop plans to improve public safety in the Town of Jamestown		Jan. 2022	June 2022
	Goal 1: Coordinate joint staff meeting to discuss plan of service with PSFD (w/ annual review in January)		
	Goal 2: Coordinate joint staff meeting to discuss plan of service with GCSD (w/ annual review in January)		
★	Goal 3: Install security measures at Town facilities (parks, maintenance facilities, and Town Hall)		
★	Goal 4: Research and implement safety options and ongoing training for security of Jamestown Staff		

Focus Area: Planning and Development

Outcome 7: Implement a broad program of community planning, development, and land management through zoning		Jan. 2022	June 2022
	Goal 1: Review and update Comprehensive Pedestrian Transportation Plan		
	Goal 2: Establish/redefine ordinances for application of commercial maintenance code in Jamestown		
★	Goal 3: Utilize the Bicycle and Pedestrian Plan to improve and build sidewalk and cycling connectivity		
	Goal 4: Utilize ADA Plan to increase compliance in public facilities		

Ongoing Goals

8. Ongoing Goals		Original Outcome Area
	Goal 1: Provide employee training opportunities	Outcome 1
	Goal 2: Evaluate benefits and insurance for the Town employees	Outcome 1
	Goal 3: Maintain and update Town's Code of Ordinances	Outcome 2
	Goal 4: Maintain and Update Strategic Plan Outcomes and Goals	Outcome 2
	Goal 5: Provide for the repair, improvement, and replacement of vehicle and facility needs	Outcome 2
	Goal 6: Develop AARP Livable Communities Initiative	Outcome 4
	Goal 7: Establish a joint planning retreat for the Planning Board, Council, and Town staff	Outcome 4
★	Goal 8: Maintain integrity of water/sewer/stormwater infrastructure	Outcome 5
★	Goal 9: Seek opportunities for grant funding for pedestrian and parks/recreation facilities	Outcome 7
	Goal 10: Utilize Comprehensive Parks & Recreation Plan/Golf Strategic Plan to guide park infrastructure improvements	Outcome 7

Completed Projects

9. Completed Goals		Original Outcome Area	Completed
	1. Review and upgrade current Town mission, vision, and core values	Outcome 2	January 2022
	2. Prepare a strategic plan for outcomes and goals	Outcome 2	January 2022
	3. Schedule a candidate information session	Outcome 2	January 2022
	4. Complete and adopt Parks & Recreation Master Plan in order to seek grant funding opportunities	Outcome 5	January 2022
	5. Complete update of the Town of Jamestown's Comprehensive Plan	Outcome 7	January 2022
	6. Enhance Code Enforcement capabilities throughout Jamestown to help protect property values	Outcome 7	January 2022
★	7. Prepare operations continuity plan for key positions	Outcome 1	June 2022
★	8. Complete plans for the construction of a new Recreation Maintenance Facility	Outcome 5	June 2022
	9. Establish/redefine ordinances for application of commercial maintenance code in Jamestown	Outcome 7	June 2022

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Special Event request for Friends for an Earlier Breast Cancer Test

AGENDA ITEM #: VIII-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Manager

SUMMARY:

Friends for an Earlier Breast Cancer Test is the nation's only nonprofit breast cancer organization exclusively focused on identifying an earlier detection test for breast cancer. Their mission is to identify a biological test that will detect breast cancer at its earliest stages. Since their inception in 1995, earlier.org has awarded over \$4.5 million to fund seed grants at prestigious institutions across the country and around the world. Proceeds from this Sherlock 5K + dogwalk + 1M fun run will benefit this purpose.

The applicant has been working with the Town to secure the use of Wrenn Miller Park as the site for their 2022 event. Town staff have a few outstanding questions related to the use of NCDOT roadways, but feel that this can be worked out in the upcoming weeks. The staff respectfully request that a "Conditional Approval" be granted subject to the staff being able to be satisfied that NCDOT will give permission to use the route as indicated in the packet. Additionally, I would request that the Town waive fees associated with the provision of 2 staff members and the use of the Town's sanitation truck to collect solid waste for the event.

ATTACHMENTS: Application, addendum, and route map.

RECOMMENDATION/ACTION NEEDED: Conditionally approve the special events request subject to any conditions imposed by NCDOT.

BUDGETARY IMPACT: Minimal - 2 staff members and the sanitation truck

SUGGESTED MOTION: Move to conditionally approve the special events request subject to any conditions imposed by NCDOT and to provide up to 2 staff members and the Town's sanitation truck for solid waste collection.

FOLLOW UP ACTION NEEDED: N/A



SPECIAL EVENTS PERMIT

This permit must be received no later than 60 days prior to your event.

Date: June 6, 2022 Name: Kara McBurney Address: earlier.org Friends for an Earlier Breast Cancer Test
 Date of Event: 9-16-2022 Time of Event: TBD (approx 5PM-7:30PM)
 Location of Event: Jamestown, NC (Wrenn Miller Park, etc.)
 Phone Number: 336.337.2445 (work) Alternate Phone Number: _____
 Email: kmcburney@earlier.org Plans attached YES NO
 Description of Special Event (attach additional sheets if necessary): included/attached → inclu. setup + cleanup

Will Alcohol be Served or Brought to Premises? YES NO
(If Yes, attach any applicable ABC Permits and copies of your third party liability insurance)

By signing, I agree to reimburse the Town of Jamestown for services including, but not limited to, Police, Sanitation, and Public Services. These fees may be waived by Town Council, at their discretion. Please indicate if you wish to petition Town Council to waive these fees: YES NO

NO FEE IS REQUIRED FOR THIS PERMIT

The individual or group, their guests and invitees, understand and agree that the Town of Jamestown will NOT be responsible for injury to persons using the premises under the terms of its application, nor for damage to or loss of property brought onto the premises, and that the Town of Jamestown will be held harmless for any and all claims for such injury, damage or loss, personal injury or death resulting from the use of its property, or related to the provision of outdoor table service and/or alcohol use, including any court costs and attorney fees.

The individual or organization, their guests and invitees agree to abide by all rules, laws and guidelines established by the Town Council or the State of North Carolina. I have also read and agree to abide by the Town's Special Events Ordinance. I also understand that if I violate this Ordinance, I may be subject to the penalties listed therein.

Signed: Kara McBurney Date: June 6, 2022

Date received: _____ Received by: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 15 2000

FRIENDS YOU CAN COUNT ON INC
3910 HAZEL LN
GREENSBORO, NC 27408-3188

Employer Identification Number:
56-1948104
DIN:
17053099714000
Contact Person: JON M WADDELL ID# 31375
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
November 1996
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, . . . any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

Public Parking Areas



Legend

- Tax Parcels
- Public Parking
- Streets
- Buildings

This information is a public record. It may contain a small amount of information. This information is subject to redaction. The information is provided as is. It is not intended to be used as a legal document. The information is provided for informational purposes only. It is not intended to be used as a legal document. The information is provided for informational purposes only. It is not intended to be used as a legal document.

1 inch = 125 feet

0 125 feet



Map Provided by
Town of Jamestown Planning Dept
Copyright © 2018



FRIEFOR-01

MCALHOUN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT. If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cincinnati Insurance Company Cincinnati Customer Care Center P.O. Box 145496 Cincinnati, OH 45250-5496	CONTACT NAME: Michelle Calhoun		
	PHONE (A/C, Ho, Ext): (877) 687-1291	FAX (A/C, No): (513) 881-8114	
E-MAIL ADDRESS: CincinnatiCerts@cinfin.com			
INSURED Friends For An Earlier Breast Cancer Test PO Box 10363 Greensboro, NC 27404	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: Cincinnati Indemnity Company		23280
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	EPP 0176004	1/1/2019	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	EPP 0176004	1/1/2019	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		EPP 0176004	1/1/2019	1/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	EWC 0473522	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event: Sherlock 5K on Saturday, May 30th, 2020

Policy forms available upon request

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

CITY OF GREENSBORO, ITS OFFICERS, EMPLOYEES, AND AGENTS
322 E FRIENDLY AVE
GREENSBORO, NC 27401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michelle Calhoun

Article III: Requirements for special event permit application.

1. Applicant: Kara McBurney, Director of Programs and Events
earlier.org – Friends for an Earlier Breast Cancer Test
2407 Dent Street, GSO, NC 27408
336-337-2445 / kmcburney@earlier.org
2. earlier.org – Friends for an Earlier Breast Cancer Test will be financially responsible for any Town fees or costs imposed for the event. As a non-profit organization (Federal EIN #56-1948104), we humbly ask for consideration of a reduction / forgiveness of fees.
3. Organizer: Kara McBurney, Director of Programs and Events
earlier.org – Friends for an Earlier Breast Cancer Test
2407 Dent Street, GSO, NC 27408
336-337-2445 / kmcburney@earlier.org
4. N/A
5. Tax Exempt Letter attached.
6. Earlier.org – Friends for an Earlier Breast Cancer Test is the nation’s only non-profit breast cancer organization exclusively focused on identifying an earlier detection test for breast cancer. Our mission is to identify a biological test that will detect breast cancer at its earliest stages. Since our inception in 1995, earlier.org has awarded over \$4.5 million to fund seed grants at prestigious institutions across the country and around the world. Proceeds from this Sherlock 5K + dogwalk + 1M fun run will benefit this purpose.

Furthermore, earlier.org intends to approach restaurants/businesses along/ around Main Street in Jamestown in hopes of partnering and/or promoting this event. Our **6 PM 5K start // 6:10 PM dogwalk 1M Fun Run start times** are intended to allow participants to enjoy the event and then we will encourage them to stay and patronized Jamestown business and establishments.

7. 5K runners {entry fee \$30 early registration through 8/16; \$35 through 9/15; \$40 day of event}; dogwalk/1 M fun run {entry fee \$15 advance registration through 9/15; \$20 day of event}

8. Proposed route attached.

9. Goal of 200-250 participants. 5K runners may not register with a dog. 1M Fun Run + dogwalk participants may register with a dog that shall always remain leashed. All owners will be expected to clean up after their dogs. PARKING: the Town of Jamestown has 162 spaces classified as "Public Parking Areas." {see attached map; Source: <https://www.jamestown-nc.gov>} Special use requests will be made on behalf of earlier.org to Jamestown Elementary School & Jamestown United Methodist Church for additional parking options.
10. Earlier.org will make arrangements for excess trash removal with an independent company, as necessary.
11. Trivium Racing, the race management and timing company, will provide a sound system and MC/Announcer services. Trivium provides a generic playlist of upbeat music to keep the runners moving + pre and post-race announcements.
12. Earlier.org will provide portable sanitation facilities based on the number of registered racers/participants and will have them appropriately placed based on the approved event route.
13. Guilford County Sheriff will be secured for on site for participant safety, road closures, etc. Generators will be used for timing equipment; gasoline will be handled and stored appropriately. In the event of severe weather, the race will be postponed (weather will be monitored with radar). Race will be clearly marked with signage and traffic cones. No alcoholic beverages will be served.
14. Number of Guilford Country Sheriff officers and event volunteers will be determined based on number or registered event participants.
15. Certified Athletic Trainer and Doctor of Veterinary Medicine on site for participant safety.
16. Sample Insurance Certificate attached; Town of Jamestown to be added as additional insured.
17. No unusual requirements.
18. Race registration/trainer/vet tent set up locations to be determined after final race route is established.

5K Route



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Update of Facility Use Policy at Jamestown Park Clubhouse

AGENDA ITEM #: VIII-B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Manager

SUMMARY:

From time to time, it becomes necessary to update the Town's policies. The attached policy addresses the uses of the Jamestown Park Clubhouse facility. The updates include rate changes to be consistent with rates for cleaning vendors, event host wages, and security detail wages. In addition, the policy makes it clearer what types of activities are permitted and prohibited, policies for refunds of deposits, and limits of liability insurance required.

ATTACHMENTS: Facility Use Policy

RECOMMENDATION/ACTION NEEDED: Adopt the updated policy as presented.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to adopt the updated Facility Use Policy for the Jamestown Park Clubhouse as presented.

FOLLOW UP ACTION NEEDED: N/A

JAMESTOWN PARK

Facility Use Guide



For information or to book an event date
contact Pro Shop at 336-454-4912
Website: <http://www.jamestownparkgolf.com/>

Thank you for choosing the Jamestown Park Clubhouse for your event. We look forward to working with you in making your event a success. Below is general information about the Clubhouse, which we encourage you to review as soon as possible. Jamestown Park Clubhouse is not available for rent on the evening before Thanksgiving, Thanksgiving Day, Christmas Eve and Christmas. **When you sign the Rental Agreement you will be agreeing that you have read and understand all the information in this Facility Use Guide.** Please contact the Town Hall staff if you have any questions.

Rental Agreement, Deposits & Final Payment: Your reservation will be confirmed when we receive your signed Rental Agreement, Rental Addendum, fees, and deposit. Any additional charges incurred will be deducted from your deposit before the deposit is refunded to you. Make checks payable to "Town of Jamestown". Anyone leasing the Jamestown Park Clubhouse must be at least **25** years of age. Only the rooms designated in the Agreement are to be used during your event. The person signing the agreement **MUST** be in attendance throughout the entire function. The person signing this contract is legally responsible for making sure all procedures are followed and it is the responsibility of the signer to ensure that the facility is properly used and cared for. Users are responsible for any and all damages to the facility caused as a result of his/her event and his/her guests. A rental or reservation agreement may **NOT** be transferred or assigned to any other person or group without approval by the Director of Golf.

Cost Estimate: The Rental Addendum is a cost estimate based on the information you gave us at the time of the rental.

Liability: You cannot have more people in the room(s) you have rented than our fire capacities allow. The Mendenhall room capacity is 60 and the Lindsay and Charles rooms will accommodate 52. **When staging tables and chairs for your event, there must be space in front of all entry/exit doors equal to or greater than a six (6) foot radius per the Fire Marshall. There are NO EXCEPTIONS to this rule.** No smoking, vaping, or tobacco products are allowed inside the building. Any damage to the clubhouse caused by you or your guests will be taken out of your Deposit. The Town of Jamestown (dba Jamestown Park) is not responsible for any personal property or equipment brought to or left at the Clubhouse.

The renting individual or group, their guests and invitees, understand and agree that the Town of Jamestown (dba Jamestown Park) will not be responsible for injury to persons using the premises under the terms of the application, nor for damage to or loss of property brought onto the premises, and that the Town of Jamestown (dba Jamestown Park) will be held harmless for any such injury, damage or loss resulting from use of its property, including any court cost and attorney fees.

Insurance: The Town of Jamestown will determine the type of insurance coverage required for an event based on the following:

- A. Non-profit/Civic Groups/Business Organizations: These groups should have an existing general liability policy and must provide a certificate of liability insurance naming the Town of Jamestown as an additional insured, with a minimum of \$2 million in liability coverage.
- B. Private events: These groups may not have an existing general liability insurance policy, in which case they shall obtain a "Special Event" policy with a certificate of liability insurance naming the Town of Jamestown as an additional insured with at

least \$2 million of coverage.

The Director of Golf may, in concurrence with the Town Manager/Assistant Town Manager, and the Finance Director, allow for certain small events with a limited number of people or limited risk without the requirement for an insurance policy. In such cases, a Hold Harmless or Waiver of Liability must be signed releasing the Town of Jamestown and Jamestown Park Golf Course from any and all liability.

Insurance coverage must coincide with the dates of the User's contracted event date(s). If the user fails to provide evidence of coverage prior to the event, the Town may cancel the event and user shall forfeit all rights to refunds of any monies paid.

Catering Services: You are welcome to use any caterer on the Jamestown Park Clubhouse list of approved caterers. If you find a caterer you would like to use that is not on the list, we will work to add them provided they meet Jamestown Park Clubhouse requirements. Due to health code restrictions and security requirements, no one may enter the kitchen facilities except the Jamestown Park Clubhouse Event Host. If it is agreed the Jamestown Park Clubhouse staff will provide food services, then charges for the same plus applicable taxes and service charges will be included in a Rental Addendum as agreed upon no later than two (2) weeks prior to the event.

Food Provided by You: You may bring in your own food or have your guests bring covered dishes. You will need to bring everything related to your food service. Due to health code restrictions and security requirements no one may enter the kitchen facilities except the Event Host. **You are responsible for clearing your tables of all trash and placing it in the trashcans we provide.** The Event Host will remove trash

bags as necessary and place them in the dumpster. All or a portion of your Deposit will be retained, if necessary, to cover the expense of excessive cleanup or any damages.

Third-party vendors: It shall be expressly prohibited to invite any third-party vendor to provide any service without the written permission of the Director of Golf. All third-party vendors shall be subject to the same requirements for insurance as the User.

Beverage Service: Due to ABC laws, all alcohol consumed at Jamestown Park Clubhouse must be purchased from and served by the Jamestown Park Clubhouse staff Event Host. Jamestown Park Clubhouse offers a Cash Bar as described in the Fees and Charges Sections.

Private Businesses: Private businesses may not rent the facilities for private business endeavors. There is no exception to this requirement.

Selling Tickets: The selling of tickets or money exchange is not permitted at the clubhouse, including reselling alcohol from a hosted bar. Businesses selling products and events where the public has been invited and an admission is being charged are expressly prohibited.

Decorations: Any decorations brought on site must be flame retardant and any live greenery must be cut within 24 hours of the function. You cannot affix anything on the walls, floors or ceiling with nails, staples, carpet tape or any other substance that might damage Jamestown Park or the clubhouse. **Glitter, rice, confetti, sparklers, canned string, or like products are strictly prohibited.** Bubbles and birdseed are allowed outside only. All decorations brought in by you must be removed at the conclusion of the event unless special permission and arrangements have been made

in advance. Only enclosed flames are permitted (votive candles, candles floating in glass container, hurricane lamps, etc.)

Event Hosts: Event Hosts are scheduled to work based on agreed upon event schedule and approved access to the building. We schedule staff as Event Hosts based on when you tell us you plan to arrive. If you arrive prior to the scheduled time, the staff person may not yet be on site to assist you. (See Fees and Charges Section)

Disclaimer: The Town of Jamestown does not discriminate on the basis of race, sex, color, religious affiliation, age, or national origin. Groups or organizations using the facilities may not deny admission to their activities based upon race, sex, color, religious affiliation, age, or national origin. Approval to use the facilities is not an endorsement by the Town of Jamestown of the User's organization or group. The Town of Jamestown reserves the right to deny rental to any person or group which, in the option of the Town of Jamestown, would be detrimental to the safety of the facility or reflect negatively upon the Town or the Golf Course.

Security: The Director of Golf shall have the authority to require groups to hire off-duty Sheriff Dept. personnel to provide security for an event. This shall be at the sole discretion of the Director of Golf and shall be part of the rental agreement. Fees will be assessed to the renter per the fee schedule.

Reservations: The first priority for reserving the facility shall be given to the Town of Jamestown. All other reservations shall be on a "first-come" basis subject to availability of the requested date. "First-come" means that a renter has submitted all required paperwork and fees for a date to be reserved. Any unpaid balances must be paid in full a minimum of 30 days prior to the day

of the event or the Town may cancel your reservation at its discretion. In the event that the user is making a reservation 30 days or less to the date of the event, all fees must be paid in full the day of confirmation. Any changes to the contract that incur a fee after the full payment is made and prior to the event must be paid in full as soon as changes are made. Any additional charges incurred during or as a result of the event shall be paid within seven (7) days following the event.

Cancellations: Cancellations must be reported in writing immediately to the Director of Golf. Refunds will not include any non-refundable deposits or fees. In the event that the Town incurs fees which cannot be refunded, the user shall be responsible for paying those fees.

Cancellation Notice Rate Schedule:

100% of deposit/rental fee to be returned by the Town of Jamestown if the facility is closed due to inclement weather or other act of God and the facility is closed by the Town.

100% of deposit/rental fee to be returned by the Town of Jamestown if user cancels the event 60 days or more before the event.

75% of deposit/rental fee to be returned by the Town of Jamestown if user cancels the event 59-30 days before the event.

50% of deposit/rental fee to be returned by the Town of Jamestown if user cancels the event 29 or fewer days before the event.

Holidays: Rental of facilities during Town of Jamestown employee holidays may be assessed at a premium rate of twice the regular rental fee and will be subject to staffing availability.

Rules and Regulations:

1. The User understands and agrees that

The Town of Jamestown does not relinquish the right to control the management of the facilities. The Town of Jamestown reserves the right to enforce all necessary laws, rules and regulations during an event. All Town authorized personnel may enter the facilities during any event without restriction whatsoever. All facilities including the space that is being use and all parking areas will be, at all times, under the control of the Town of Jamestown. The Golf Course facility will not close during standard hours of operation for an event without prior written approval of the Town Manager and Director of Golf. Other patrons may be entering the facility during event hours.

2. Users and their guests must at all times conduct their activities with full regard to public safety and shall at all times abide by the directives of Town and Park staff, their representatives, or any other duly authorized government official responsible for public safety. Failure to do so will result in IMMEDIATE cancellation of the event and ejection from the premises and a forfeiture of any fees paid.
3. Users and their guests shall not enter any area of the facility not covered by the User agreement.
4. Access to the facility is only allowed on the day of the event. No access is permitted without advance permission of the Director of Golf or their designee. If User needs to occupy the facility for planning or rehearsal purposes, it must be planned in advance and calculated in the costs of the rental.
5. The Town of Jamestown and Jamestown Park assume no responsibility for the User or their property while located in the facility or on the grounds. Jamestown Park does not provide storage. Please make arrangements to remove all items and decorations at the conclusion of each event. The Town's staff will dispose of any items left from events and a service charge may be applied for such removal.
6. All exit doors must remain operable and no part of any hallway, corridor, or exit within or outside of the facility may be used in a way that obstructs its use as an exit. **NO DOORS MAY BE PROPPED OPEN AT ANY TIME.**
7. Firearms are not permitted on the grounds of Jamestown Park at any time.
8. The use of any fasteners to hang banners, posters, balloons, etc. to any wall, floor, ceiling, curtain, windows, doors, etc. is **STRICTLY PROHIBITED.** User may not hang anything from the ceiling/rafters at any time.
9. The use of paint confetti, bubbles, and the like are prohibited. No rice, glitter, colored powders, silly string, paint, fireworks (including sparklers), or open flame candles outside of an enclosed holder are permitted. Battery operated candles are permitted. Silk and fresh cut flower arrangements are allowed. Only Sterno-style heating elements, used by an approved caterer, are allowed.
10. No animals or pets (other than previously approved service animals permitted by the Director of Golf) will be permitted inside the facilities.
11. The removal of tables/chairs/furnishings is **NOT** permitted. Removal of furniture from the designated area is not permitted. Arrangements must be made prior to your event with the Director of Golf to accommodate the setup of your space.
12. Standing on tables, chairs, bar, and lobby furniture is strictly prohibited.
13. Music is allowed inside until 11pm. Any exceptions must be approved by the Director of Golf and accounted for in the rental agreement. Music must be presented at an acceptable sound level so

not to disturb any other activities.

14. The Town of Jamestown has a sign ordinance and the use of any temporary signs or banners must be discussed with the Planning Department in advance of your event.
15. The use of any Town facility for “for-profit” events or events sponsored by “for-profit” entities is prohibited. Any event that is booked as a ‘fundraising’ event or as an event where a portion of the proceeds may go to a non-profit shall provide proof that a minimum of 50% of all funds received are contributed to the non-profit listed as the beneficiary. The beneficiary non-profit must meet all IRS criteria and be listed as an active 501c entity. Proof of contribution may require an audit by an independent accounting firm at the discretion of the Town of Jamestown.
16. Copyright: User will assume all cost, liabilities, and claims that arise from the use of patented, trademarked, franchised, or copyrighted materials or music, devices, processes, or dramatic rights used in or incorporated into the scheduled event. The User agrees to indemnify and hold harmless the Town of Jamestown from any claims or costs, including legal fees, which might arise from questions of use of any material described above.

A. ROOM RENTAL RATES AND CHARGES

Mendenhall Room is available for rent from 8:00am to 4:00pm daily for an hourly rate of \$75. An Event Host is included in this rate to assist your needs.

The combined Mendenhall, Lindsay, and Charles Rooms may be rented in the evenings after golf hours for \$400 for a 4-hour event between the following times:

The evening rental hours are scheduled as follows:

May through September	7:00pm to 11:00pm
October	6:00pm to 11:00pm
November through February	5:00pm to 11:00pm
March through April	6:00pm to 11:00pm

The Patio is for the use of all Jamestown Park customers. If your event is scheduled during golf play hours, you may not have exclusive use of the patio.

Pre-approved Civic Clubs partnering with the Town may reserve meeting space in the Mendenhall Room at no rental cost for business (regularly scheduled) meetings. However, the Civic Club will be responsible for paying the fee of \$50 per hour for the Event Host, if an Event Host is required.

The Town of Jamestown offers “Non-Profit” rates for qualifying non-profit organizations during normal daily operational hours. Non-profits must reserve space a minimum of two weeks in advance and provide specific details about the event, documentation of 501(c) tax status with application, and submit deposits/fees by payment with a check from the non-profit organization or a credit card issued in the non-profit’s name. No personal checks or payments shall be accepted. Individuals found to be using a non-profit reservation for personal uses shall be asked to leave and will not be allowed to return in the future. Non-profits utilizing space for business meetings during operational hours may do so without charge. Small gatherings in the Lindsay or Charles rooms will not be required to pay a cleaning fee. Generally these areas are limited to approximately 25 persons or less. Non-profits wishing to reserve rooms during the evening rental hours will be required to pay standard rates.

The Room Rental Fee includes the furniture (tables and chairs) available inside the rental room(s). You are responsible for renting from a rental company additional items you may need for your event.

The Deposit is \$150.00 per event and must be paid when the Lease is signed. (Civic Clubs are exempt from the deposit requirement). This money will be refunded by check within 10 business days if the rooms you rent are left in satisfactory condition or will be retained if excessive clean-up or repairs are required after your event or if additional hours are required by the Event Host. To assure that you are leaving the room(s) in satisfactory condition, ask your Event Host to inspect before you leave.

B. JAMESTOWN PARK CLUBHOUSE EVENT HOST

Jamestown Park Clubhouse requires at least one Event Host for each event. This staff member will come on duty whenever the first person related to your event needs access to the building (i.e. you to decorate, your caterer, band or DJ, florist, cake maker, etc.) This time is established when your Lease and Addendum are prepared. The Event Host will be in the building and available throughout your event, remain until all guests have left to remove garbage, and then secure the building. Our staff is familiar with the building and is here to meet your facility-related needs as they arise. Additional Event Hosts may be required as determined by Jamestown Park Clubhouse management to ensure a successful event. There is a fee of \$50.00 per hour per each Event Host.

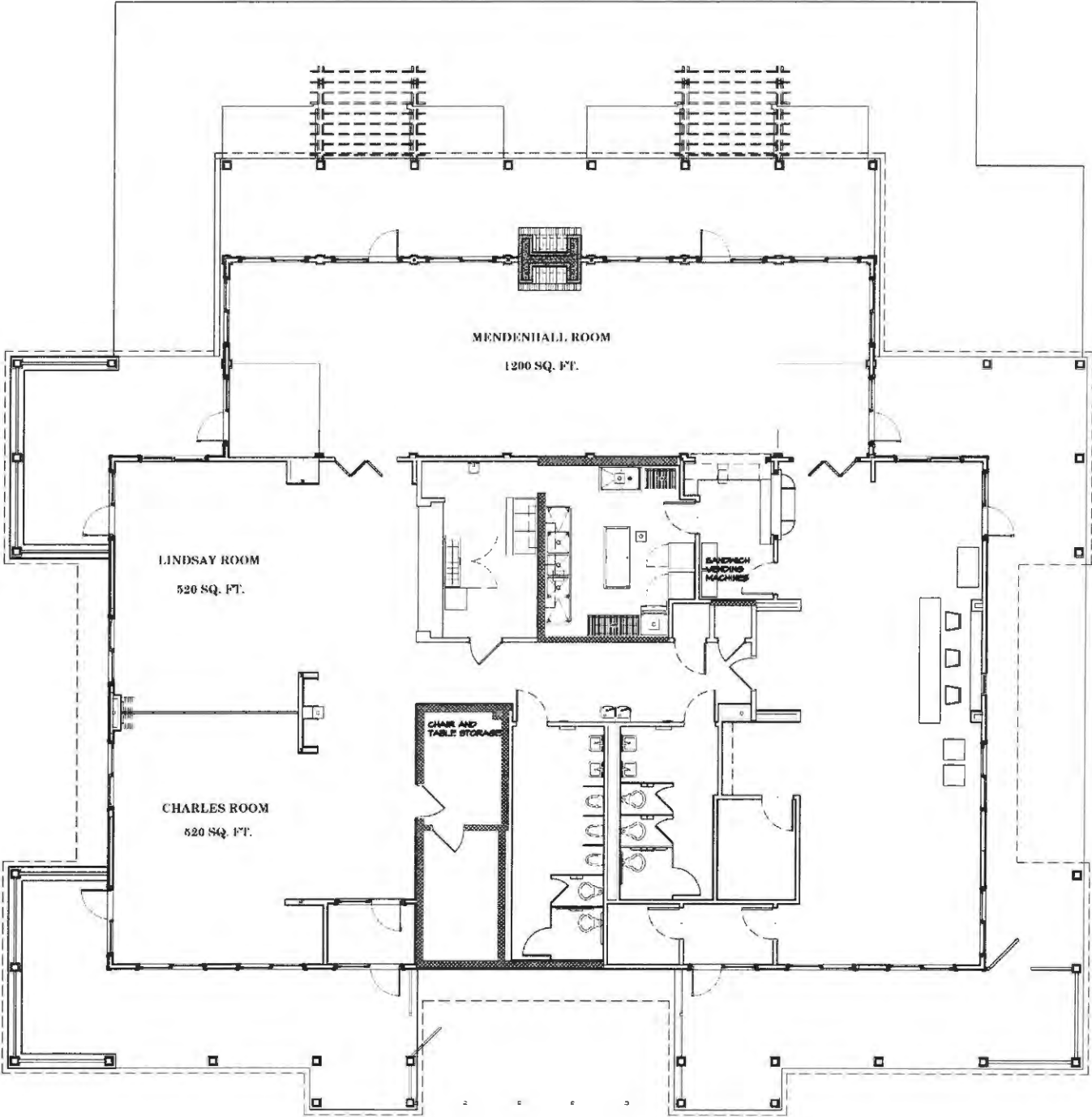
C. AVAILABLE BAR SERVICES

Jamestown Park Clubhouse offers beer and wine and requires town staff to serve your guests from the concession area. A valid ID is required from all guests who approach the bar and request an alcoholic beverage. At the discretion of Town Staff, paid security officers may also be required for your event at the rate of \$50 per officer per hour. **Under no circumstances is bringing your own alcohol or “brown bagging” permitted.**

Depending on furniture needed in the room (buffet, cake and/or gift tables, etc.) or activities that will be taking place in the room (DJ or band, dancing, performances, etc.) then you would need to allow floor space to accommodate them and you would not be able to seat the maximum number of people.

ROOM	DIMENSIONS	SQ. FOOTAGE	OCCUPANCY
Mendenhall	19' X 62'	1200.0	60 Tables & Chairs 169 Chairs only 237 Standing Room Only
Lindsey & Charles	20' x 26'	520.0	52 Tables & Chairs 169 Chairs only 237 Standing Room Only

Jamestown Park Clubhouse Floor Plan



Effective July 1, 2022, as adopted by Town Council.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Offer to purchase property at 304 R1 E. Main St.

AGENDA ITEM #: VIII-C

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Manager

SUMMARY:

The Town received an offer to purchase property located at 304 R1 E. Main St. (parcel # 160253) from George Ragsdale for \$15,200. The Town Attorney will describe the process for considering the offer, which includes an 'upset bid' process.

The Town Council may elect to do one of the following: 1) reject the offer and direct the Town Manager to negotiate a different price; 2) elect not to entertain any offers to sell at this time; 3) accept the offer and allow the upset bid process to begin.

ATTACHMENTS: Offer to purchase, map of property

RECOMMENDATION/ACTION NEEDED: Direct the Town Manager to respond to Mr. Ragsdale accordingly.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED: N/A

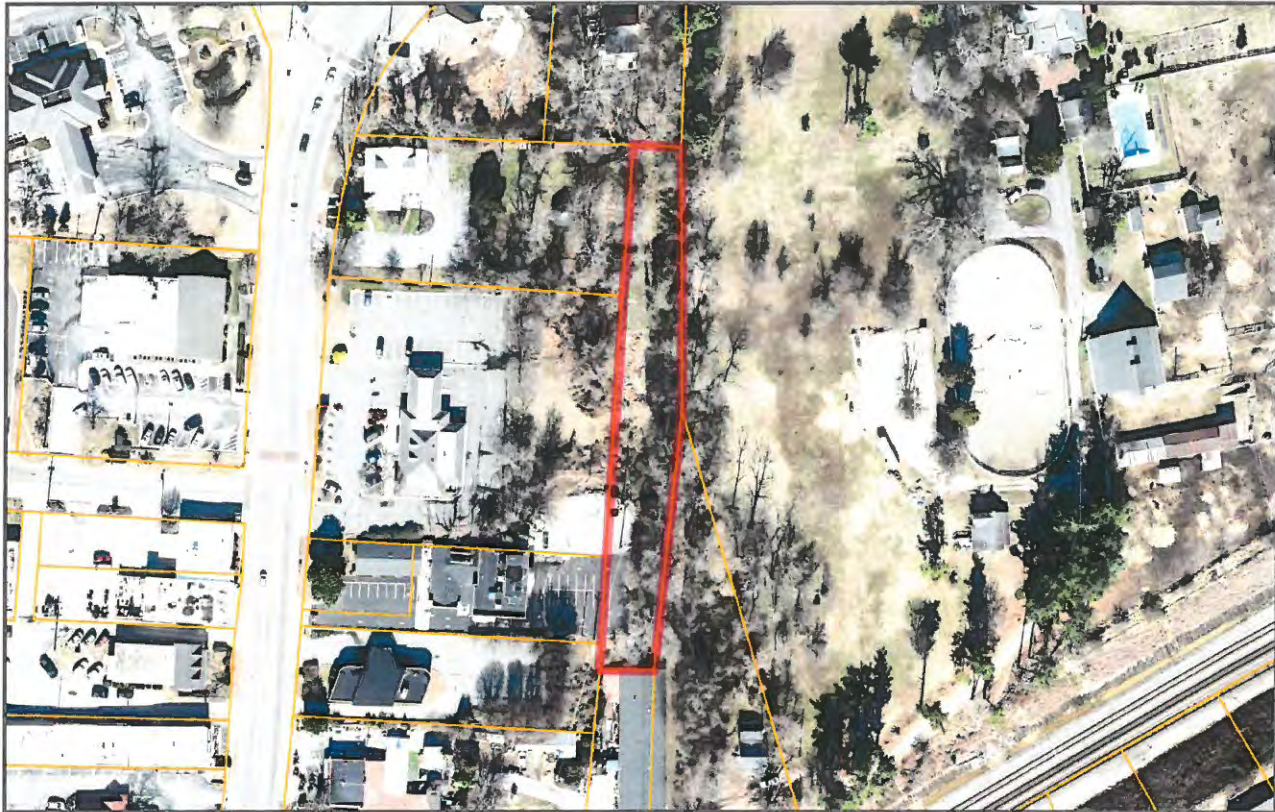
From: [Matthew Johnson](#)
To: [Matthew Johnson](#)
Subject: Property Purchase
Date: Thursday, June 16, 2022 5:16:40 PM

From: George Ragsdale <george@brfoxx.com>
Sent: Wednesday, May 18, 2022 5:17 PM
To: Matthew Johnson <mjohnson@jamestown-nc.gov>
Cc: Katie Weiner <kweiner@jamestown-nc.gov>; Lynn Montgomery <lmontgomery@jamestown-nc.gov>
Subject: Re: Property Purchase

Matthew,
I would like to propose a purchase price of \$15,200. This is double the tax value of the property which was the best basis of value I could find. As I mentioned, my desire is to own the property as a buffer for my farm. The property is landlocked, encumbered with a waterline and power-line, and has challenging topography which all make it tough to do anything with. Should we come to terms I can pay cash and close as soon as the town can deliver clean title. I appreciate your consideration of my offer and look forward to hearing from you.
Always,
GWR

George Wrenn Ragsdale
B. R. Foxx & Company
404 East Main Street
Jamestown, NC 27282
336.880.8525
george@brfoxx.com

Guilford County, NC



Parcel Number	160253	Total Out Building Value	0
PIN	7821386663	Total Land Value	7600
Owner	TOWN OF JAMESTOWN	Total Deferred Value	0
Owner History	Card Image	Bldg Card	
Mail Address	301 E MAIN ST	Appraisal Model Code	
Mail City	JAMESTOWN	Deed Data	1/1/1900
Mail State	NC	Neighborhood	7821C01
Mail Zip	27282	Property Type	GOV OWNED
Property Address	304 R1 E MAIN ST	Structure Size	
Legal Description	.58 AC OAKDALE COTTON MIL LS OFF RAGSDA	Lot Size	0.58
Deed	002568-00202	Year Built	
Plat		Bedrooms	
Condo		Bathrooms	
Total Assessed	7600	Grade	
Total Building Value	0		



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 167 feet
 6/16/2022

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
Rebecca Mann Rayborn
John Capes
Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Manager's Report

AGENDA ITEM #: IX

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: June 23, 2022

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

Manager's report is attached

ATTACHMENTS: Manager's Report

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A

- I. Town Council will be hosting the Planning Board in a joint meeting on Monday, June 27th at 6pm in the Civic Center to hear from our land use attorney, Tom Terrell, regarding short-term rentals. The public is invited to attend or you can stream it live on YouTube at <https://www.youtube.com/c/TownofJamestownNC>.
- II. Music in the Park on Friday, July 1st will feature "Special Occasion Band". This band will present a blend of beach music favorites, along with hits from the 80's, 90's, and contemporary hits. Music begins at 6pm and concludes around 10pm. More information on all of our events can be found on our Facebook page.
- III. Town offices will be closed on Monday, July 4th in observance of Independence Day. Recycling will run on its regular schedule.
- IV. The Planning Board will be having a regular meeting on July 18th at 6 PM in the Civic Center.
- V. The Potter Sidewalk should be nearing completion by the time of the June 23rd Council meeting. We sincerely appreciate the support of our local delegation of the General Assembly who made grant funding available for this project.